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12 *Hun Yong Choe, and Choe Family, LLC*

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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

BOLTIER R&D, INC., a California corporation, ADC ENERGY, INC., a California corporation, CHOE FAMILY LLC, a California limited liability company, and HUN YONG CHOE, an individual, directly and derivatively on behalf of CHOE FAMILY, LLC, a California limited liability company,

Plaintiffs,

v.

HENRY M. LEE, an individual, JOHNNY PHAM, an individual, MIKA YAMAMORI, an individual, GEORGE SHROUDER, an individual, JINA LEE, an individual, LUCIE LEE, an individual, ADC ENERGY USA, INC., a California corporation, HAJA FAMILY, LLC, a California limited liability company, ADC AIR LLC, a Nevada limited liability company, and DOES 1 through 100, inclusive,

Defendants.

Case No. 8:24-cv-01266-JVS-JDE

FIRST AMENDED COMPLAINT  
FOR:

- (1) Trademark Infringement;
- (2) Trade Secrets Misappropriation;
- (3) Violation of The Racketeer Influenced Corrupt Organizations Act (RICO);
- (4) Conspiracy To Violate RICO;
- (5) Declaratory Judgment;
- (6) Civil Conspiracy;
- (7) Breach Of Fiduciary Duty;
- (8) Aiding and Abetting Breach of Fiduciary Duty;
- (9) Conversion;
- (10) Unjust Enrichment;
- (11) Unfair Business Practices Under California Business and Professions Code Section 17200;
- (12) Elder Abuse;
- (13) Fraudulent Misrepresentation;
- (14) Negligent Misrepresentation; and
- (15) Defamation

**DEMAND FOR JURY TRIAL**

1 Pursuant to Rule 15(a)(1) of the Federal Rules of Civil Procedure, Plaintiffs  
 2 Boltier R&D, Inc. (“Boltier”), ADC Energy, Inc. (“ADC Inc.”), Choe Family, LLC  
 3 (“Choe Family”), and Hun Yong Choe (“Choe,” collectively with Boltier, ADC Inc.,  
 4 and Choe Family, “Plaintiffs”) hereby submits this First Amended Complaint.  
 5 Plaintiffs state and allege as follows.

6 **INTRODUCTION**

7 1. Over the past three years, Defendant Henry Lee (“Lee”), along with his  
 8 co-conspirators, have engaged in an elaborate device, scheme, or artifice designed to  
 9 defraud Plaintiff Choe out of control of, and his ownership interest in, Plaintiff Choe  
 10 Family and to steal all the intellectual property rights of Plaintiff Boltier (hereinafter,  
 11 the “Boltier IP”). This is referred to herein as the “LEE Scheme.” As detailed below,  
 12 Defendant Lee and his co-conspirators have carried out multiple federal and state  
 13 crimes to achieve, or attempt to achieve, the objectives of the LEE Scheme.

14 2. Plaintiff Boltier was formed by inventor, Plaintiff Choe, as an  
 15 intellectual property holding company to hold Plaintiff Choe’s inventions and related  
 16 intellectual property, including Plaintiff Choe’s inventions related to his ground-  
 17 breaking electric current conversion technology. In turn, Plaintiff Boltier licensed its  
 18 subsidiary Plaintiff ADC Inc. to exploit the Boltier IP worldwide and ADC Inc. in  
 19 turn sublicensed the Boltier IP to its subsidiary Defendant ADC Energy USA, Inc  
 20 (“ADC USA”) to exploit the Boltier IP throughout the U.S.

21 3. Prior to Defendant Lee embarking on the LEE Scheme, Plaintiff Choe  
 22 owned 100% of Plaintiff Choe Family, and Choe Family in turn controlled and owned  
 23 the majority of Plaintiff Boltier. Further, at that time, Plaintiff Boltier controlled and  
 24 owned the majority of Plaintiff ADC Inc., which in turn controlled and owned the  
 25 majority of Defendant ADC USA. Since May 2021, Defendant Lee and his co-  
 26 conspirators have engaged in a device, scheme, artifice to defraud Plaintiff Boltier of  
 27 the ownership of the Boltier IP, defraud Plaintiff Choe out of control and ownership  
 28 of the Choe Family and ADC Inc., and defraud Plaintiff ADC Inc. out of its rights in

1 the Boltier IP, as well as its ownership and control of Defendant ADC USA, which  
 2 ultimately inured to the benefit of Plaintiff Choe through the corporate ownership and  
 3 structure of the companies.

4       4. To carry out, and in furtherance of, the LEE Scheme, over the last three  
 5 years, Defendant Lee formed a criminal enterprise with various co-conspirators,  
 6 which now includes Defendants Jina Lee (“Jina”), Johnny Pham (“Pham”), Mika  
 7 Yamamori (“Yamamori”), Lucie Lee (“Lucie”), George Shrouder (“Shrouder”),  
 8 HAJA Family, LLC (“HAJA”), and DOES 1 through 100, whose names are presently  
 9 unknown.

10     5. In May of 2021, Lee was an officer, Secretary, and board member of  
 11 both Boltier and ADC Inc. He was also the Chief Executive Officer and board member  
 12 of Defendant ADC USA.

13     6. In May of 2021, Boltier, ADC Inc. and ADC USA had separate, distinct  
 14 individual and institutional shareholders, but all were controlled directly or indirectly  
 15 by Choe Family and Choe, who owned 100% of Choe Family. Boltier held certain  
 16 intellectual property rights related to Choe’s unique alternating direct current  
 17 technology. The intellectual property included four recently issued patents for Choe  
 18 innovations on electrical current hybridization as well as trademarks, copyrights, and  
 19 trade secrets related to the novel technology.

20     7. ADC USA was an operating company that through a sublicense  
 21 agreement with ADC Inc. had permission to commercially use and monetize the  
 22 technology and proprietary information within the United States in exchange for  
 23 substantial license fees to both Boltier and ADC Inc.

24     8. Boltier, ADC Inc., and ADC USA were different parts of the same  
 25 metaphorical body. Boltier held the intellectual property rights in the right hand, while  
 26 ADC USA (through a sublicense from ADC Inc.) on the left hand had rights through  
 27 the license agreement to use and access those rights within the United States.  
 28 Plaintiffs Choe and the Choe Family were at the head of the organization of the related

1 companies and positioned to benefit from all of their successes.

2 9. Plaintiff Choe was born in Korea and lived there until he was 26 before  
3 immigrating to the United States. As a result, despite his undeniable intellect, Choe is  
4 not proficient in English and his ability to communicate and understand the English  
5 language (both written and spoken) is limited.

6 10. On May 29, 2021, Lee deceived Choe to give up certain of his control  
7 rights and his shares to Choe Family and ADC Inc. through a series of agreements  
8 that purportedly gave 25% ownership of Choe Family to Defendant HAJA, a company  
9 owned and controlled by Defendant Lee. The May 29, 2021, agreements also  
10 purportedly gave control to Lee of Plaintiff Choe Family as its member-manager with  
11 full veto rights through then (and still)-defunct HAJA. HAJA, unbeknownst to Choe,  
12 had no authority to enter into this transaction. The May 29, 2021, transaction is also  
13 void for, among other reasons, Lee's self-dealing and Lee's breaches of his fiduciary  
14 duties and business and professions code obligations to Plaintiffs Choe, Choe Family,  
15 Boltier, and ADC Inc. due to his business and professional relationships with Choe,  
16 Boltier, and ADC Inc. at the time of the purported May 29, 2021, transaction.

17 11. While the full extent of the acts Lee and his co-conspirators have taken  
18 to implement the LEE Scheme have yet to be uncovered, on or about January 30,  
19 2023, Lee fabricated a written "unanimous consent" for Boltier's board of directors  
20 with an interposed, forged signature for Choe that was cut-and-pasted from another  
21 document, as this side-by-side comparison of Choe's signatures shows.

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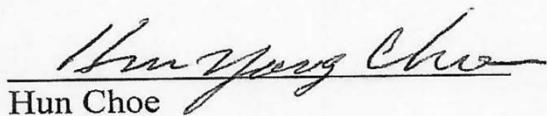
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 2 Hun Choe  
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 5 Henry Lee  
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 8 Alan Choe

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 2 Hun Choe  
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 5 Henry Lee  
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10 **SIGNATURE ON ORIGINAL  
11 DOCUMENT**

12 **CUT-AND-PASTED  
13 “SIGNATURE” ON FAKE  
14 DOCUMENT**

15 12. The fake document contained no consent or signature line for Boltier’s  
 16 other board member, Choe’s son, Alan Choe (“Alan”). Alan, like Choe, was  
 17 completely in the dark regarding Lee’s actions.

18 13. The forged consent document reflected that Boltier, Choe personally,  
 19 and all ADC entities, including ADC Inc. expressly assigned all of their intellectual  
 20 property and other rights and assets **to Lee** personally. The forged document then  
 21 authorized Lee to assign those rights to a separate company he controlled.

22 14. The intended consequence of Lee’s actions for the criminal enterprise  
 23 was to: (a) steal all valuable patents, trademarks and proprietary, trade secrets-  
 24 protected technology belonging to Boltier, Choe, and/or ADC Inc.; and (b) deprive  
 25 Boltier and ADC Inc. of licensing fees they were entitled to under a licensing  
 26 agreement they had with ADC USA.

27 15. This fraudulent transaction sought to sever the metaphorical Boltier-  
 28 ADC Inc.-ADC USA body. Following the January 2023 fraudulent transaction, Lee  
 transferred the fraudulently obtained intellectual property rights to ADC USA, a  
 company that he has apparently taken control of even though ADC Inc. had owned

1 over 57% of company in December of 2022—and thus controlled the ADC USA—  
2 and ADC Inc. has never been invited to a number of shareholder meetings held by the  
3 company since the fraudulent transaction. Defendants Lee and ADC USA have also  
4 transferred at least the right to use certain of the Boltier IP rights to a new entity that  
5 Lee created - ADC Air, Inc. (“ADC Air”).

6 16. Not only did Lee fake Choe’s signature, eliminate Alan’s signature line  
7 and fail to obtain a unanimous consent of the ADC Inc. board, but also Lee could not  
8 accomplish such asset transfer by waving the wand of a “unanimous board consent”  
9 of Boltier alone or ADC Inc. alone. Not surprisingly given this transfer was fraudulent  
10 and Lee and his co-conspirators need to keep Choe and Alan completely unaware of  
11 it, no compensation was paid to Boltier or ADC Inc. for this “transfer” of the  
12 ownership of the vast and valuable intellectual property. A *gratis* disposition of  
13 substantially all corporate assets of two separate legal corporations—with no  
14 consideration in exchange—having several distinct shareholders would at least  
15 require several shareholder meetings, approvals, and voting. Lee, as Secretary for  
16 each of Boltier and ADC Inc., never even attempted to conduct or engage in the  
17 necessary shareholder and board suffrage.

18 17. Instead, after fraudulently purporting to secure the assignments, Lee filed  
19 the assignments using the online portal for the United States Patent and Trademark  
20 Office (“USPTO”) to transfer *two* federal trademark registrations and *four* issued  
21 patents to himself.

22 18. Notably, on February 23, 2023, Lee fraudulently transferred to himself  
23 U.S. Trademark Registration No. 6,219,301 for ADC ENERGY and U.S. Trademark  
24 Registration No. 5,850,106 for POWER EVERYONE. And, on March 11, 2023, Lee,  
25 as part and parcel, and in furtherance and for the benefit of the criminal enterprise,  
26 then filed the fraudulent assignment on the USPTO online portal for Boltier’s four  
27 patents: (i) U.S. Patent No. 9,231,437; (ii) U.S. Patent No. 9,462,643; (iii) U.S. Patent  
28 No. 9,635,720; and (iv) U.S. Patent No. 9,893,560.

1       19. Then, on March 21, 2023, Lee filed another set of assignments,  
2 transferring the *two* federal trademark registrations and the *four* issued patents from  
3 himself to ADC USA.

4       20. On or about June 27, 2023, Lee formed a new venture with co-  
5 conspirator ADC Air and its members to commercially exploit at least portions of the  
6 Boltier IP that Lee had fraudulently “transferred” from Boltier to himself and then to  
7 ADC USA.

8       21. On information and belief, ADC Air, ADC USA, Lee, Jina, Shrounder,  
9 Pham, Yamamori, and the other co-conspirators continue to raise money from third  
10 parties and enter into new business ventures based on the forged assignments and  
11 fraudulent electronic filings with the USPTO, and to provide false and inaccurate  
12 information to the ADC USA shareholders regarding the status of ownership of the  
13 Boltier IP.

14       22. On information and belief, for their part, Shrouder, Lucie, Pham and  
15 Yamamori—as executives and/or employees at ADC USA throughout the relevant  
16 time—actively participated in the fraudulent scheme, transfers and recordation of the  
17 fraudulent “transfers” with the USPTO and Secretary of State (as further set forth  
18 below). They have aided and abetted ADC USA and ADC Air to exploit millions of  
19 dollars in revenue from lucrative business deals with third parties based on the Boltier  
20 IP stolen from Boltier and have actively engaged in the acts below that constitute elder  
21 abuse as to Choe.

22       23. Now that Choe has finally uncovered their scheme, he seeks to unravel  
23 the fraud effected on him, Choe Family, Boltier, ADC Inc., and fellow ADC Inc. and  
24 Boltier shareholders.

25       24. Accordingly, Boltier, ADC Inc., and Choe, for the benefit of Choe  
26 Family, and the shareholders he ultimately represents, bring this action for trademark  
27 infringement, trade secrets misappropriation under the Defend Trade Secrets Act,  
28 violation of the federal Racketeer Influenced and Corrupt Organizations Act,

1 declaratory judgment, and other state law claims to restore the stolen rights to Boltier,  
 2 ADC Inc., Choe Family, and himself, and to recover an award of compensatory, other  
 3 damages, and attorneys' fees allowable by law.

4

5 **JURISDICTION AND VENUE**

6 25. This action arises under: (i) the United States Lanham Act, 15 U.S.C.  
 7 §1051 *et seq.*, including 15 U.S.C. §§ 1114, 1115 and 1125; (ii) the United States  
 8 Defend Trade Secrets Act (“DTSA”), 18 U.S.C. §1836 *et seq.*; (iii) the United States  
 9 Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1961 *et*  
 10 *seq.*, including 18 U.S.C. § 1964(c); and (iv) several state law claims, including breach  
 11 of fiduciary duty, conversion, elder abuse, unfair business practices, fraudulent and  
 12 negligent misrepresentation, among others, under California law.

13 26. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1121,  
 14 as well as 28 U.S.C. §§ 1331 and 1338(a) because of the federal claims asserted under  
 15 15 U.S.C. § 1114, 1115 and 1125, 18 U.S.C. § 1836, and 18 U.S.C. § 1962. Further,  
 16 the Court also has supplemental jurisdiction pursuant to 28 U.S.C. § 1337, since they  
 17 are so related to the federal claims that they form part of the same case or controversy  
 18 and derive from a common nucleus of operative facts.

19 27. This Court has personal jurisdiction over Defendants Lee, Pham  
 20 Yamamori, Jina, and Shrouder because they reside in this District. The Court also has  
 21 personal jurisdiction over Defendant ADC USA because its principal place of  
 22 business is within this District, conducts business in California and this District by  
 23 marketing, selling, distributing, and/or causing to be distributed infringing products,  
 24 and committing acts of misappropriation and civil wrongs as alleged in this  
 25 Complaint. Similarly, this Court also has personal jurisdiction over Defendant ADC  
 26 Air because, on information and belief, it conducts business in California and this  
 27 District by: (i) marketing, selling, distributing, and/or causing to be distributed  
 28 infringing products, and committing acts of misappropriation and civil wrongs as

1 alleged in this Complaint; (ii) entering into agreements and conspiring with ADC  
2 USA to exploit the fraudulently transferred intellectual property.

3       28.   Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c)  
4 because the defendants reside in this judicial district and/or a substantial part of the  
5 acts of infringement and civil wrongs giving rise to the claims asserted herein  
6 occurred in this District.

## PARTIES

8       29. Plaintiff Choe is currently a sixty-nine-year-old individual born and  
9 raised in Korea and now residing in Cerritos, California. He is an inventor of certain  
10 ground-breaking technology, which he assigned to Boltier and licensed to ADC Inc.  
11 At all relevant times, Choe directly or indirectly, controlled Boltier and ADC Inc.  
12 through Choe Family. Choe was originally a 100% owner of Choe Family until May  
13 29, 2021, when Defendants HAJA and Lee purportedly took ownership of 25% of  
14 Choe Family through a device, scheme, or artifice designed to defraud Choe of his  
15 control of Boltier and the other ADC entities. Choe's wife had passed away just three  
16 months prior to Lee and HAJA purportedly taking a 25% control ownership interest  
17 in and control of Choe Family, which made Choe especially vulnerable to the pressure  
18 campaign and tactics of Lee, a trained lawyer, Choe's trusted advisor, and Choe's  
19 lawyer.

20        30. At all relevant times, Choe was the Chief Executive Officer of each of  
21 ADC Inc. and Boltier and served on their board of directors. Choe was also a  
22 managing member of Choe Family and Choe also was an officer of ADC USA and  
23 served as chairman of the board of directors until April 19, 2023, when Lee  
24 unilaterally and illegally removed him from both positions without a shareholder vote.

25       31. Plaintiff Boltier is a corporation organized under the laws of California,  
26 with a principal place of business at 13252 Bigelow St., Cerritos, California 90703.  
27 Boltier holds 74.5% of the outstanding shares of ADC Inc. Boltier also owns certain  
28 intellectual property rights for Choe's inventions.

1       32. Plaintiff ADC Inc. is a corporation organized under the laws of  
2 California, also with a principal place of business at 13252 Bigelow St., Cerritos,  
3 California 90703. As of December 22, 2022, ADC Inc. owned 57.0875% of the shares  
4 in ADC USA. ADC Inc. also licenses certain intellectual property rights for Choe's  
5 inventions.

6       33. Plaintiff Choe Family is a limited liability company organized under the  
7 laws of California and authorized to do business and doing business in Los Angeles,  
8 California. At all relevant times, Choe Family, LLC held and currently holds 12% of  
9 the outstanding shares of ADC Inc. and 54.2% of the outstanding shares in Boltier.

10      34. Defendant and co-conspirator HAJA is a limited liability company  
11 organized under the laws of California. HAJA is not authorized to do business because  
12 it has been suspended and inactive with the California Secretary of State since  
13 February 6, 2019. Notwithstanding, HAJA purports to be doing business at 3530  
14 Wilshire Blvd., Suite 1710, Los Angeles, California 90010. HAJA purports to hold  
15 25% of the outstanding shares in Boltier and 12.5% of the shares in ADC Inc. HAJA  
16 is also a purported shareholder in ADC USA.

17      35. Defendant and co-conspirator ADC USA is a corporation organized  
18 under the laws of California, with a principal place of business at 3731 Wilshire Blvd.,  
19 Los Angeles, California 90010. It is believed that Lee has used ADC USA to obtain  
20 sizeable investments (believed to be millions of dollars) from individuals and entities  
21 who purchased shares of ADC USA. It is further believed that ADC USA has not  
22 provided any payments to these shareholders.

23      36. Defendant and co-conspirator ADC Air is a limited liability company  
24 organized under the laws of Nevada, and, on information and belief, has a principal  
25 place of business at 6605 Grand Montecito Pkwy, Suite 100, Las Vegas, NV 89149.  
26 The Secretary of State website for the State of Nevada identifies Henry Lee and Greg  
27 Roberts as managers.

28      37. Defendant Lee is an individual residing at 525 N. Alpine Dr., Beverly

1 Hills, CA 90210. He is the Chief Executive Officer of Defendant ADC USA and a  
 2 member of its board of directors. At all relevant times, and until March 2, 2023, Lee  
 3 served as the Secretary of both ADC Inc. and Boltier. Lee is the manager and majority  
 4 member of Defendant and co-conspirator HAJA. Lee is also the manager of ADC  
 5 Air. Lee is an attorney licensed to practice law in the State of California. His law  
 6 office is located under Henry M. Lee Law Corporation with an office at 3731 Wilshire  
 7 Blvd., Los Angeles, California 90010.

8       38. Defendant and co-conspirator Pham is an individual residing at 13888  
 9 La Jolla Plaza, Garden Grove, California 92844. From about 2015 to the present,  
 10 Pham has worked at ADC USA. Pham is a Chief Operating Officer, a member of the  
 11 board of directors, and a shareholder, of ADC USA.

12       39. Defendant and co-conspirator Yamamori is an individual residing at  
 13 13888 La Jolla Plaza, Garden Grove, California 92844. From about 2019 to the  
 14 present, Yamamori worked at ADC USA. Yamamori is a shareholder of ADC USA.

15       40. Defendant and co-conspirator Jina is an individual residing at 525 N.  
 16 Alpine Dr., Beverly Hills, CA 90210. Jina's business address—at 3731 Wilshire  
 17 Blvd., Los Angeles, California 90010—is the same as Defendant Lee's law office. At  
 18 all relevant times, Jina is and has been the wife of Defendant Lee. As of June 10, 2024  
 19 and to the present, Jina purports to be a member of the board of the directors of Boltier  
 20 based on a false Statement of Information filed by Defendant Shrouder.

21       41. Defendant and co-conspirator Shrouder is an individual whose business  
 22 address at 3731 Wilshire Blvd., Los Angeles, California 90010 is the same as  
 23 Defendant Lee's law office. As of June 10, 2024 to the present, Shrouder purports to  
 24 be the Chief Executive Officer, Chief Financial Officer, and Secretary, and member  
 25 of the board of directors of Boltier based on a false Statement of Information filed by  
 26 Defendant Shrouder with the Secretary of State of California. As of June 11, 2024  
 27 and to the present, Shrouder also purports to “speak for the Board of Directors” of  
 28 ADC Inc. At all relevant times, Shrouder is also the Chief Information Officer of ADC

1 USA.

2       42. Defendant and co-conspirator Lucie is an individual whose business  
3 address at 3731 Wilshire Blvd, Los Angeles, California 90010 is the same as  
4 Defendant Lee's law office. Lucie is Lee's personal executive assistant at his law  
5 office and at ADC USA.

6       43. The true names and capacities of all remaining Defendants, whether  
7 individual, corporate, associate or otherwise, are named herein as DOES 1 through  
8 100, inclusive, are unknown to Plaintiffs who thereby sue these Defendants by those  
9 fictitious names. Plaintiffs are informed and believes, and on that basis allege, that  
10 each of the Defendants sued herein as a DOE is legally responsible in some manner  
11 for the events and happenings referred to herein. The names, capacities and  
12 relationships of DOES 1 through 100, inclusive, will be alleged by amendment to this  
13 Complaint when those names are known. Whenever it is alleged herein that any act  
14 or omission was also done or committed by a specifically named Defendant generally,  
15 Plaintiffs intend to allege and does allege that the same act or omission was also  
16 committed by each and every Defendant named herein, including the DOE  
17 Defendants, both separately and in concert or conspiring with the other Defendants,  
18 unless stated otherwise. Plaintiffs pray for leave of this Court to amend this Complaint  
19 when those names and capacities are ascertained.

20       44. Plaintiffs are informed and believe, and based thereon allege, that at all  
21 times relevant to the facts alleged herein, each Defendant was the agent, servant or  
22 employee of each of the other Defendants, and as such, was acting within the course  
23 and scope of such agency or employment and with the express permission of, consent  
24 to and/or ratification by Defendants, and each of them.

25       45. Plaintiffs are informed and believe, and based thereon allege, that each  
26 of the Defendants, including DOES 1 through 100, inclusive, were, at all times herein  
27 mentioned, acting in concert with, and in conspiracy with, each and every one of the  
28 remaining Defendants.

1       46. Plaintiff Choe brings this action in his own capacity and in a derivative  
2 capacity, in the right and for the benefit of Choe Family and its members, Boltier and  
3 its members, and ADC Inc. and its members. Choe has standing to bring the derivative  
4 claims he asserts. Any requirement of a pre-suit demand upon Choe Family has either  
5 been satisfied or is excused, for reasons set forth in more detail below. Among other  
6 matters, Defendant Lee purports to act as co-manager of Choe Family, through  
7 another entity he owns and controls in full, HAJA. HAJA is unauthorized to take any  
8 action on behalf of Choe Family. Also, as co-manager of Choe Family, Lee purports  
9 to have veto to control the majority of the shares in ADC Inc. and Boltier, as well as  
10 interfere and block any acts by Choe to challenge Lee's actions. In light of the facts  
11 alleged herein against Lee, he cannot reasonably be expected to take appropriate  
12 corrective action for each of ADC Inc., Boltier, or Choe Family. Indeed, Lee has taken  
13 actions to attempt to prevent legal action against him and his co-conspirators. Any  
14 demand on him, directly or through HAJA, to do so would manifestly be futile.

## **GENERAL ALLEGATIONS**

## A. Choe, a Serial Inventor, Innovates “Alternating Direct Current” Electricity Conversion Technology.

18 47. Plaintiff Choe is a native South Korean, with Korean as his first  
19 language. His proficiency in speaking and reading English is limited, and typically  
20 relies on others to translate from English to Korean for him.

48. Choe is currently 69 years old. When the LEE Scheme began in May of  
2021, Choe was sixty-six years old. Choe has had serious health challenges  
throughout his life. When he was only one year old, he contracted polio, and as a  
result, was paralyzed from the waist down. He is a kidney cancer survivor. During the  
removal of his left kidney, serious complications resulted in his clinical death. After being  
resuscitated, he was in a coma for 3 days. His right kidney remains functioning. On May  
25, 2011, he suffered his first of two severe heart attacks, both requiring stint surgery. His  
second heart attack occurred 5 years later.

1       49. He routinely visits his doctor once every three months for complete blood  
 2 work and checkups. Although he can do many things on his own, Choe has 24-hour  
 3 assistance due to health and personal safety concerns.

4       50. Despite his health challenges, Choe immersed himself in the world of  
 5 electronics and developed significant expertise. He spent decades working in the  
 6 electronics industry and served as Chairman of KTV Global Corporation in Seoul,  
 7 Korea. In this role, he oversaw the company's factories in Korea, Dubai, Jordan,  
 8 Philippines, Germany and the United States.

9       51. In 2012 and 2013, Choe was developing a new set of inventions. He  
 10 created a new means for combining and seamlessly converting the two different forms  
 11 of electricity—alternating current and direct current—over existing infrastructure.  
 12 This innovative technology would enable more ready conversion between the forms  
 13 of electricity and would ultimately allow for electricity to be stored and transported  
 14 over further distances more efficiently, among other applications.

15       52. Choe and his son Alan formed Boltier, ADC Inc., and ADC USA.

16       53. Boltier was a research and development company, holding the  
 17 intellectual property rights related to inventions that Choe developed and/or was  
 18 developing. ADC Inc. is an exclusive licensee of Boltier's intellectual property rights  
 19 related to Choe's inventions. ADC USA was designed to be the operating company  
 20 that raised capital through the sale of shares of ADC USA and commercialized Choe's  
 21 inventions and intellectual property that Boltier and ADC Inc. held.

22       54. On March 18, 2013, Choe, as inventor, filed two patent applications for  
 23 Boltier for (i) "AC-DC Power Supply Device and Switching Mode Power Supply"  
 24 (issued as U.S. Patent No. 9,231,437 (the "437 Patent")) and (ii) "Alternating Current  
 25 (AC)-Direct Current (DC) Power Booster and AC-DC Power Control Module for AC  
 26 and DC Illuminations" (issued as U.S. Patent No. 9,462,643 (the "643 Patent")).

27       55. Similarly, on August 11, 2015, Choe, as inventor, filed a divisional  
 28 patent application for Boltier for "Alternating Current (AC)-Direct Current (DC)

1 Power Booster and AC-DC Power Control Module for AC and DC Illuminations”  
 2 (issued as U.S. Patent No. 9,635,720 (the “720 Patent”)).

3 56. And subsequently, on September 10, 2015, Choe, as inventor, filed a  
 4 divisional patent application for “AC-DC Power Supply Device and Switching Mode  
 5 Power Supply Device” (issued as U.S. Patent No. 9,893,560 (the “560 Patent”)).

6 57. Choe assigned all four patents to Boltier.

7 58. Choe’s innovation was recently validated by NASA. Mr. Choe is  
 8 recognized by several experts from NASA, the Department of Energy, Department of  
 9 Defense, and the National Renewable Energy Laboratory as a premier visionary and  
 10 champion for the true paradigm global transition from fossil fuels to clean sustainable  
 11 energy. One such individual stated that Choe’s technology is one of the greatest  
 12 advancements in the last 50 years.

13

14

15 **B. Choe Receives Patents for His Inventions and Develops Proprietary  
 16 Products for Boltier and ADC Inc., Which ADC USA Licenses.**

17 59. Choe’s applications were successful. The USPTO issued patents for  
 18 each of Choe’s inventions on January 5, 2016 (the ‘437 Patent), October 4, 2016 (the  
 19 ‘643 Patent), April 25, 2017 (the ‘720 Patent), and February 13, 2018 (the ‘560  
 20 Patent).

21 60. With the patents in hand, Choe, Boltier, and ADC Inc. continued to  
 22 develop proprietary applications that built on the new “alternating direct current”  
 23 technology. Choe also developed certain trade secrets related to day-night  
 24 photovoltaic systems that profoundly influences the spaces of energy, health,  
 25 agriculture, aquaculture, and livestock. Choe and Boltier refers to such proprietary  
 26 systems as “Life Beam” technology.

27 61. On February 11, 2019, Boltier filed a trademark application for its ADC  
 28 ENERGY brand for “Apparatus and instruments for conducting transmission of low

1 voltage, below 50 volts, direct current electricity, namely, direct current oscillators,  
2 direct current regulators, direct current inverters, direct current circuits, and not for  
3 use with communication equipment" (the "ADC Energy Mark"). (See Exhibit A  
4 [Certificate of Registration of "ADC Energy" Trademark].)

5 62. That same day, Boltier also filed a trademark application for its POWER  
6 EVERYONE mark for "Home, industrial, commercial, and utility energy assessment  
7 services for the purpose of determining energy efficiency or usage management" (the  
8 "Power Everyone Mark"). (See Exhibit B [Certificate of Registration of "Power  
9 Energy" Trademark].)

10 63. On September 3, 2019, the USPTO registered Boltier's Power Everyone  
11 Mark.

12 64. On December 15, 2020, the USPTO registered Boltier's ADC Energy  
13 Mark.

14 65. Boltier retained full ownership to the patents, trademarks, and related  
15 trade secrets. On information and belief, ADC Inc. retained exclusive license rights  
16 to Boltier's four patents.

17 66. To market and continue to monetize the intellectual property, on  
18 information and belief, ADC Inc. and ADC USA entered into a license agreement (the  
19 "License Agreement").

20 67. On information and belief, the License Agreement purported to grant  
21 ADC USA a license to use and commercially exploit Boltier's four patents.

22 68. On information and belief, ADC USA was required to pay ADC Inc.  
23 25% of its gross income on a quarterly basis.

24  
25 **C. The Lee Enterprise Effects Scheme to Steal Choe's "Alternating  
26 Direct Current" Technology**

27 69. Around the time the USPTO issued all the patents and trademarks, Lee  
28 had become the Secretary, board member, and shareholder of each of Boltier, ADC

1 Inc., and ADC USA. By 2020, Pham and Yamamori were working closely with Lee  
 2 at ADC USA.

3       70. By 2021, Choe's advancing age and deteriorating health had started to  
 4 interfere with his usual day-to-day hands-on management of every minute detail of  
 5 Boltier's and ADC Inc.'s operations. As a result, Choe relied substantially on Lee  
 6 whom at the time Choe trusted to carry out the companies' administrative tasks in an  
 7 honest and effective manner. Indeed, in addition to his other hats, Lee served as a  
 8 lawyer for at least Choe, Choe Family, Boltier, and ADC Inc.

9       71. At all times, Choe remained in charge of all strategic decisions for the  
 10 companies as Chief Executive Officer and board member for Boltier and ADC Inc.  
 11 He also served as an officer and chairman of the board for ADC USA.

12       72. Compounding matters for Choe is that his wife of 40 years passed away  
 13 in February 2021.

14       73. On information and belief, starting in May 2021 and continuing to the  
 15 present, co-conspirators Lee, HAJA, Pham, Yamamori, Jina and Shrouder determined  
 16 to exploit Choe's vulnerability surreptitiously to wrest full ownership and control of  
 17 Boltier's and ADC Inc.'s intellectual property rights from Boltier, ADC Inc. and Choe  
 18 and transfer that to ADC USA where Lee was in charge and Choe had no real say or  
 19 visibility into operations, as well as attempt to take control over Boltier and ADC Inc.  
 20 to frustrate any efforts to hold them accountable for their fraudulent conduct.

21       74. On information and belief, Lee, HAJA, Pham, Yamamori, Jina and  
 22 Shrouder accomplished their ruse through a series of carefully calculated, albeit  
 23 illegal steps.

24

25 *Step One: Lee attempts to gain control of Choe Family's interest in ADC Inc.*

26       75. On May 29, 2021, Lee convinced Choe to reorganize Choe Family LLC  
 27 by giving Lee's company, HAJA, 25% ownership and making Lee a managing  
 28 member with equal power to Choe, who continued to hold 75% of the company. Lee

1 prepared drafts of both an operating agreement between HAJA and Choe (the “Choe  
 2 Family Operating Agreement,” attached hereto as Exhibit C) and an “Agreement  
 3 Confirming Hun Yong Choe Transfer of ADC Energy, Inc. Shares to Choe Family,  
 4 LLC and Distribution of Choe Family LLC Membership Units” (the “ADC Inc.-Choe  
 5 Family Shares Transfer Agreement,” attached hereto as Exhibit D).

6       76. According to Lee as communicated to Choe at the time, and as reflected  
 7 in his draft of each agreement, the purpose of entering into these agreements was to  
 8 “ensure clarity of mission and goals in decision making, business operations,  
 9 consistency and perpetuity and to provide both Hun Yong Choe and Henry Lee  
 10 incentive and compensation for past services rendered which are substantial.”  
 11 (Exhibit D [ADC Inc.-Choe Family Shares Transfer Agreement].)

12       77. On May 29, 2021, while Choe was still grieving the death of his wife,  
 13 Lee deceived Choe into signing both the Choe Family Operating Agreement and the  
 14 ADC. Inc.-Choe Family Shares Transfer Agreement.

15       78. The Choe Family Operating Agreement purported to appoint both Choe  
 16 and HAJA/Lee as co-managers of the entity and required unanimous consent to  
 17 engage in all aspects of Choe Family’s business operations, including to initiate  
 18 lawsuits. (*See id.* at pp. 4-5 & 14.) The ADC Inc.-Choe Family Shares Transfer  
 19 Agreement purported to transfer all of Choe’s shares in ADC Inc.—25% of all  
 20 outstanding shares—to Choe Family, thereby diluting Choe’s ownership interest in  
 21 and control of ADC Inc.

22       79. The effect of these two agreements is that Lee would purportedly become  
 23 in charge of Choe Family’s interest in ADC Inc. and Boltier, and by extension, the  
 24 Boltier IP.

25       80. With co-management authority in Choe Family (and the attendant  
 26 control of its shares in ADC Inc.) and with unanimous consent necessary for its major  
 27 decisions, Lee, through HAJA, would obtain unprecedented access and control over  
 28 all four critical entities (ADC Inc., Boltier, ADC USA, and Choe Family).

1       81. With respect to Choe Family, Lee/HAJA's unanimous consent right  
2 would endow him with powerful veto to purportedly interfere with ***and block*** any acts  
3 by Choe to challenge Lee's actions.

4       82. Additionally, with purported control of Choe Family's shares in each of  
5 the entities, Lee/HAJA would purportedly possess a ***controlling majority of the***  
6 ***shares in all three entities:***

- 7       • Boltier (54.2% (Choe Family's stake, through HAJA's control of Choe Family)  
8           + 25% (HAJA));
- 9       • ADC, Inc. (12% (Choe Family's stake, through HAJA's control of Choe  
10           Family) + 12.5% (HAJA) + 74.5% (Boltier's stake, through HAJA's control of  
11           Choe Family)); and
- 12       • ADC USA (57.0875% (ADC Inc.'s stake, through HAJA's control of Choe  
13           Family)).

14       83. However, Lee's scheme ultimately failed as neither agreement was  
15 actually effective. As of May 29, 2021, HAJA was not authorized to do business  
16 because it had been suspended and inactive with the California Secretary of State  
17 since February 6, 2019. Thus, pursuant to California Revenue and Taxation Code  
18 section 23304.1(a) both the Choe Family Operating Agreement and the ADC Inc.-  
19 Choe Family Shares Transfer Agreement were ineffective. (See Cal. Rev. & Tax  
20 Code § 23304.1(a) (“[e]very contract made in this state by a taxpayer during the time  
21 that the taxpayer's powers, rights, and privileges are suspended or forfeited pursuant  
22 to Section 23301, 23301.5, or 23775 shall, subject to Section 23304.5, be voidable at  
23 the request of any party to the contract other than the taxpayer.”).)

24  
25 Step Two: Lee fraudulently transfers Boltier's intellectual property to himself  
26 through a forged assignment.

27       84. On information and belief, in January 2023, ADC Inc. was a party to the  
28 License Agreement with Boltier, which granted ADC Inc. exclusive rights to Boltier's

1 four patents. Similarly, ADC USA was a party to the License Agreement with ADC  
 2 Inc., which sublicensed those four patents in exchange for 25% of ADC USA's gross  
 3 income generated from its commercial exploitation of the licensed patents.

4 85. Also in January 2023, Boltier's board of directors comprised of only  
 5 three members—Choe, his son Alan Choe, and Lee (as Secretary). Simultaneously,  
 6 Lee was the Chief Executive Officer of ADC USA and sat on its board of directors.

7 86. Notwithstanding the existence of the License Agreement, Lee sought to  
 8 seize Choe's and Boltier's intellectual property for ADC USA outright through his  
 9 board position at Boltier and executed a plot to do so.

10 87. On or about January 30, 2023, in his capacity as Secretary of Boltier's  
 11 three-man board, Lee drafted what purported to be an "Action by Unanimous Written  
 12 Consent of the Board of Directors of Boltier R&D, Inc. Effective January 30, 2023."

13 88. The draft document made several representations, including the  
 14 following.

- 15 • A majority of the board had met on each of January 24, 25, and 26, 2023 to  
 16 discuss a restructuring of Boltier.
- 17 • "All ADC entities agree, authorize and instruct the creation of a separate entity  
 18 to be created, formed and controlled at all times by Henry Lee."
- 19 • "Choe and all ADC entities agree to transfer, assign and grant joint rights, title,  
 20 interest and control of all intellectual property, patents, trademarks, copyrights,  
 21 trade secrets relating to or arising from the 'alternating direct current'  
 22 technology embodied in all patents in the name of Hun Yong Choe, Boltier  
 23 R&D and Boltier R&D, Inc. ("ADC IP"), to Henry Lee and/or his assignee new  
 24 entity to be formed within the scope of the agreement."
- 25 • "All ADC entities likewise shall retain all joint rights, title, interest and control  
 26 in the ADC IP, to be shared joint and several with Henry Lee and/or his new  
 27 assignee entity.
- 28 • "ADC entities and Henry Lee and/or his assignee entity shall not sell, transfer,

1 assign, grant, share, pledge or otherwise change their rights, title, interests in  
 2 the ADC IP, except Henry Lee is authorized to transfer to the new assignee  
 3 entity, which shall at all times be within his control.”

- 4 • “Henry Lee agrees to a licensing structure for use of the ADC IP to be  
 5 determined in separate agreement.”
- 6 • “After notarized execution of all documents to consummate the restructuring  
 7 and transfer of ADC IP, Henry Lee shall resign from all officer and board  
 8 positions in all ADC entities.”
- 9 • “A further document setting for the terms of the agreement outlined above shall  
 10 be prepared and executed by the duly appointed officers and directors to  
 11 formalize this transaction.”

12 (See Exhibit E at 12-13 [Expert’s report of Handwriting Expert Reed Hayes].)

13 89. Each of the above representations in the draft document was problematic  
 14 for a host of reasons. Among them are:

- 15 • there were no board meetings on January 24, 25, 26, or 30 to discuss the issues  
 16 contained in the draft document;
- 17 • given that the document contemplated a disposition of both Boltier’s and ADC  
 18 Inc.’s full intellectual property rights—substantially all of their respective  
 19 assets—Choe would have had to consult fully with his other board member  
 20 Alan and with the shareholders of each entity to obtain their input prior to  
 21 agreeing to such a transaction;
- 22 • there was no reference to, or discussion about the effect of the ADC Inc. -  
 23 Boltier Licensing Agreement;
- 24 • there was no indication that ADC USA’s full board of directors or shareholders  
 25 had or would authorize any kind of assignment, in part or in full, of intellectual  
 26 property rights over which ADC USA had a license **to Lee**;
- 27 • the draft document purported to bind “all ADC entities” (including ADC USA)  
 28 to a transaction without the input of the rest of ADC USA’s board or

1 shareholders;

2

- 3 Lee never provided drafts of any document “further setting forth the terms” of
- 4 the transactions contemplated in the draft, much less presented those
- 5 documents for signature or notarization as called for in the draft;
- 6
- 7 • Lee never resigned as an officer or board member of ADC USA, nor did he
- 8 resign as a manager from Choe Family, all of which are an ADC entity; and
- 9
- 10 • the assignment fails for a complete lack of consideration because any potential
- 11 compensation, which there has been none, for the assignment of rights is
- 12 completely arbitrary and left in the hands of Lee.

13 90. In addition, the draft document contained signature lines for each of  
 14 Choe and Alan as the members of Boltier’s board of directors. (*See id.*)

15 91. It also contained a signature line for Lee in his capacity as the third  
 16 member of Boltier’s board, notwithstanding that the content of the document  
 17 benefited him solely and caused the entire set of transactions being considered to be  
 18 an interested party transaction vis-à-vis Lee such that it created an ethical and legal  
 19 conflict of interest that should have been fully disclosed by attorney Lee (who  
 20 undoubtedly was aware of the conflict of interest and purposefully failed to disclose  
 21 it and seek waivers from the shareholders).

22 92. On February 9, 2023, Lee emailed Choe revised resolutions, removing  
 23 Alan’s signature line.

24 93. On February 10, 2023, Lee’s executive assistant, Lucie Lee  
 25 (“Lucie”) emailed Choe purported translations of Lee’s revised resolutions.

26 94. On or about February 10, 2023, Pham and Yamamori visited Choe,  
 27 pressuring him to sign the resolutions. At the time, Choe did not appreciate the  
 28 fraudulent scheme being perpetrated by Lee and his co-conspirators.

29 95. On February 13, 2023, Pham sent Choe updated resolutions for Boltier  
 30 containing three signature lines, one each for Choe, Lee, and Alan. The updated  
 31 resolutions included purported translations from English to Korean.

1       96. Unrelenting, on the same day, Pham sent Choe a final draft without the  
2 Korean translation for all three resolutions. These “final” resolutions had a signature  
3 line for Alan to sign.

4       97. On the same day, Choe signed the “final” resolutions without fully  
5 understanding and appreciating the legal ramifications of what he signed as Lee was  
6 legal counsel for Choe, Boltier, and ADC, Inc. and Lee and his co-conspirators were  
7 engaged in a pressure campaign to get Choe to sign to which he relented. Choe also  
8 signed with the expectation and understanding that Alan, his son and fellow board  
9 member, would further review and provide input on these documents. Choe trusted  
10 Lee and his co-conspirators to do what is right for Choe Family, Boltier, and ADC  
11 Inc. and their respective shareholders. Choe then emailed the executed resolutions to  
12 Pham.

13                   This action may be signed in one or more counterparts, each of which shall be deemed an  
14 original and all of which shall constitute one instrument. This action was executed as of January  
15 30, 2023 and was effective as of the date first set forth above.

16                     
17                   Hun Choe

18                     
19                   Henry Lee

20                     
21                   Alan Choe

22  
23 (See *id.*)

24       98. Lee and his co-conspirators deceived Choe to sign the draft document by  
25 misrepresenting its contents and purpose, and the effect of his signature on the draft.  
26 Given that Lee is an attorney and was counsel for Choe, Boltier, ADC Inc., and ADC  
27 USA, Choe’s reliance on Lee’s misrepresentations was reasonable as Choe was  
28 unaware of, and no reason to suspect, Lee’s ulterior and deceptive motive.

1       99. In his vulnerable emotional state and due to his full lack of understanding  
 2 of the English language and the import of what Lee said, and reasonably believing at  
 3 the time that Lee was operating in the best interest of all involved, Choe signed the  
 4 draft document believing Lee statements that it was merely a draft, not a final  
 5 agreement and subject to Alan's review and input.

6       100. Choe never intended for his signature on the draft document to be final  
 7 or binding on anything. This was because he understood that his son Alan would also  
 8 have an opportunity to review and later discuss the document with him. Lee also  
 9 presented Choe with a number of other documents to sign. But Choe did not sign  
 10 those documents, and asked to confer with Alan and Choe's own counsel about them.

11       101. Importantly, there was no board meeting nor was there a unanimous vote  
 12 of disinterested parties. To Choe's understanding, at bare minimum, only non-Lee  
 13 board members—for Boltier and ADC Inc., namely Choe and Alan—of all three  
 14 entities would be authorized to consider (and reject) any kind of disposal of  
 15 intellectual property to Lee, given Lee's obvious conflict of interest. Furthermore, it  
 16 would be necessary for all the shareholders of all relevant entities to be involved in  
 17 such a decision and vote.

18       102. After receiving Choe's signature, on the same day at 9:06 pm, Pham sent  
 19 Choe an email with scanned copies of the three resolutions containing Lee's signature.  
 20 It was missing Alan's signature. Then, on the same day at 9:23 pm, Pham sent Choe  
 21 a new agreement titled "Intellectual Property Transfer and Joint Rights, Title and  
 22 Interest to All ADC Energy Assets" ("I.P. Transfer Agreement"). For the first time,  
 23 Lee and his co-conspirators disclose what all along they intended to pay in royalty  
 24 payments, conveniently withholding that information until after they coerced Choe to  
 25 sign the Board resolutions.

26       103. On February 14, 2023, Lucie sends Choe an email with purported  
 27 transactions of the agreement that Pham sent the day before.

28       104. On February 20, 2023, Lee emailed Alan the documents signed by Lee

1 and Choe, and instructing him to “sign and return. Or write ‘Resigned’ and return  
 2 asap.”

3       105. Similarly, on February 23, 2023, Choe emailed Alan the three resolutions  
 4 hoping to get his input on these three documents.

5       106. Upon reviewing the resolutions, Alan refused to sign. Similarly, Choe  
 6 refused to sign the I.P. Transfer Agreement.

7       107. But that did not deter Lee and his co-conspirators from pursuing their  
 8 fraudulent scheme. Instead, they proceeded full steam with their plan.

9       108. Lee never raised the issue again. Then, on or around March 2, 2023, Lee  
 10 purported to resign from his position as Secretary of each of Boltier and ADC Inc.

11       109. On March 11, 2023, and unbeknownst to Choe and Alan at that time, Lee  
 12 filed a first set of patent assignments with the USPTO via its online portal for  
 13 submitting assignment of patents records for each of the ‘437, ‘643, ‘720, and ‘560  
 14 Patents. (See Exhibit F [USPTO Bibliographic Data on Assignment Records] and  
 15 Exhibit G [Assignments with Cover Pages on all Four Patent, filed with USPTO on  
 16 March 11, 2023]).

17       110. Each of the assignments stated that Boltier had assigned each of the  
 18 patents to Lee himself. (See *id.*)

19       111. Moreover, each assignment purported to be an “Action by Unanimous  
 20 Written Consent of the Board of Directors of Boltier R&D, Inc. Effective January 30,  
 21 2023” (the “Forged Assignment”).

22       112. The Forged Assignment was different from the version that Lee had  
 23 presented to Choe weeks prior.

24       113. In particular, it vastly expanded the scope of intellectual property rights  
 25 that were contemplated by the draft. This Forged Assignment stated that:

26       Hun Choe and all ADC entities agree to transfer, assign and grant joint  
 27 rights, title, interest and control . . . of all intellectual property, patents,  
 28 trademarks, copyrights, trade secrets constituting or relating to

1 “alternating direct current” technology (ADC IP) including but not  
2 limited to: (1) all the property, right, title and interest in and to the Patents  
3 and Trademarks including all common law rights connected therein  
4 together with the registrations therefor for the United States and  
5 throughout the world together with the goodwill of the business in  
6 connection with which the Patents and Trademarks are used and which  
7 is symbolized by the Trademarks; (2) all income, royalties, and damages  
8 hereafter due or payable to Assignor with respect to the Trademark,  
9 including without limitation, damages, and payments for past or future  
10 infringements and misappropriations of the Patents and Trademarks; and  
11 (3) all rights to sue for past, present and future infringements or  
12 misappropriations of the Trademark, ***to Henry Lee and/or his assignee.***

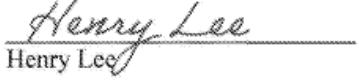
13 (See *id.* at page 1 (emphasis added).)

14 114. It also contained only two signature lines—one for Choe and one for Lee.  
15 There was no signature line for Alan. Moreover, Choe’s signature was reproduced on  
16 the signature page—without Choe’s authorization—along with a signature for Lee.

17 115. Each of the assignments stated that Lee had assigned each of the patents  
18 to ADC USA. (See *id.*)

19 This action may be signed in one or more counterparts, each of which shall be deemed  
20 an original and all of which shall constitute one instrument. This action was executed as of  
21 January 30, 2023 and was effective as of the date first set forth above.

22  
23   
24 Hun Choe

25   
26 Henry Lee

27 116. Choe had ***never*** seen this Forged Assignment. Like the draft, the Forged  
28 Assignment did not include any of the notarized documents that it referred to

1 evidencing the transaction contemplated.

2       117. Then, on March 21, 2023, and unbeknownst to Choe at that time, Lee  
3 filed a second set of patent assignments with the USPTO via its online portal for  
4 submitting assignment of patents records for each of the ‘437, ‘643, ‘720, and ‘560  
5 Patents. (See Exhibit F & Exhibit H [Assignments with Cover Pages on all Four  
6 Patent, Filed with USPTO on March 21, 2023].)

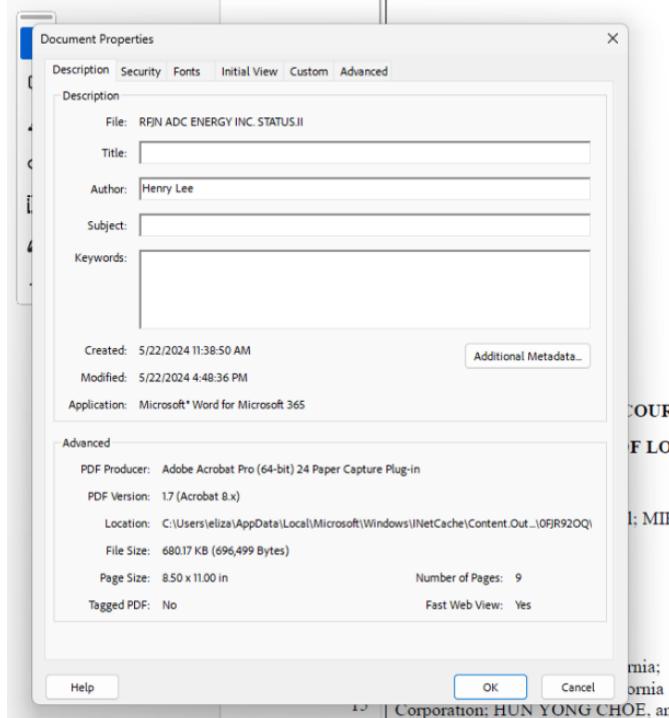
7       118. Each of the assignments stated that Lee had assigned each of the patents  
8 to ADC USA. (See *id.*)

9  
10 Step Three: Pham and Yamamori , working behind the scenes with Lee, sue Boltier,  
11 ADC Inc., Choe, and others for baseless employment violations.

12       119. On March 9, 2023, Pham and Yamamori falsely filed a lawsuit against  
13 each of Boltier, ADC, Inc., Choe, and others, seeking to recover almost \$1 million in  
14 unpaid wages. *See Johnny Pham et al. v. ADC Energy Inc. et al.*, Los Angeles  
15 Superior Court, Case No. 23STCV05253. Neither Pham nor Yamamori was ever an  
16 employee of ADC Inc. or Boltier. They were always exclusively ADC USA workers  
17 hired by Lee.

18       120. Lee himself is not a party to the action, although he was at all relevant  
19 times a secretary and board member of both Boltier and ADC Inc. Notwithstanding  
20 that Pham and Yamamori worked for and continue to work for ADC USA, they did  
21 not sue ADC USA or Lee.

22       121. Upon information and belief, Lee has orchestrated the employment  
23 action against Choe, ADC Inc. and Boltier, including advising Pham and Yamamori  
24 as their counsel behind the scenes since they filed the case and in violation of his  
25 previous rolls as counsel for Choe and counsel, officer, and director for ADC Inc. and  
26 Boltier. For instance, as recently as May 22, 2024, Pham and Yamamori filed a  
27 Request for Judicial Notice in the case. The metadata reveals that “Henry Lee” was  
28 the “Author” of the document:



COURT OF THE STATE OF CALIFORNIA  
OF LOS ANGELES, CENTRAL DISTRICT

MIKA  
CASE NO.: 23STCV05253  
[Assigned to the Hon. Malcom Mackey  
Dept. 55]

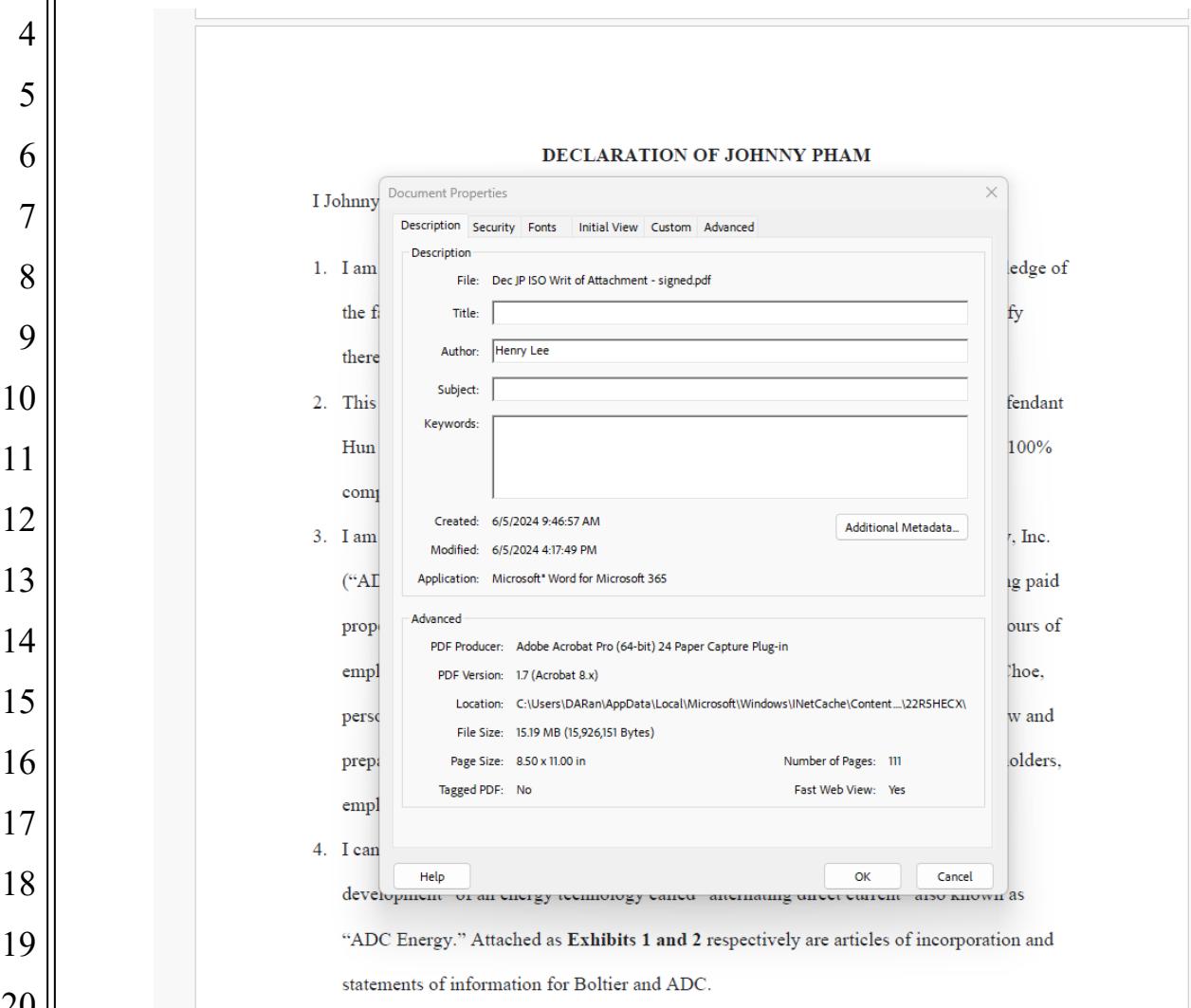
PLAINTIFFS JOHNNY PHAM AND  
MIKA YAMAMORI'S REQUEST FOR  
JUDICIAL NOTICE OF SUSPENSION  
OF CORPORATE STATUS OF ADC  
ENERGY, INC.

122. Moreover, in that litigation, Pham and Yamamori produced confidential  
123 bank account statements for Boltier and ADC Inc. On information and belief, the  
124 only way Pham and Yamamori could have obtained those confidential records is from  
125 Lee—Boltier's and ADC Inc.'s former secretary. Lee provided such confidential  
126 records to Pham and Yamamori in violation of his continuing duty of confidentiality  
127 to Boltier and ADC Inc., as well as his ethical obligations as prior counsel for those  
128 companies.

129 123. Additionally, on June 5, 2024, Pham purported to file an application for  
130 a writ of attachment on Choe's properties, disclosing pictures containing Boltier's  
131 "Life Beam" trade secrets that were unlawfully misappropriated by Pham, Yamamori  
132 and Lee.

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1       124. Again, this was orchestrated by Lee as the metadata of Pham's  
2 declaration in support of the writ reveals that "Henry Lee" was the "Author" of the  
3 document as shown below:



Step Four: Lee transfers rights from ADC USA to ADC Air and aided by Pham and Yamamori.

24       125. On or about June 27, 2023, Lee along with his co-conspirators formed  
25                    ADC Air in the State of Nevada.

26       126. On or about June 29, 2023, on information and belief, Lee along with his  
27 co-conspirators, registered the domain name [www.adcairglobal.com](http://www.adcairglobal.com).

1       127. Then, on or about December 16, 2023, Lee announced in an ADC USA  
2 shareholder meeting that he had licensed ADC technology to ADC AIR. This meeting  
3 was memorialized in company minutes, dated January 17, 2024.

4       128. Notably, in the same meeting, Lee praised Pham and Yamamori for their  
5 continued support in the day-to-day operations. Lee also promoted Pham to Chief of  
6 Operations.

7       129. According to ADC USA's website, Pham's duties include:  
8 (a) technology and product development; (b) supply chain and manufacturing  
9 oversight; (c) regulatory compliance management; (d) technology architecture  
10 operations; (e) strategic planning and operational oversight; and (f) certified ADC  
11 technologist and quality control.

12       130. On information and belief, both Yamamori and Pham supported and  
13 continue to support Lee in the day-to-day implementation of Lee's fraudulent scheme,  
14 including but not limited to, misappropriation of Boltier's trade secrets and the  
15 unauthorized disclosure of such trade secrets to ADC AIR, among others.

16

17 Step Five: Lee intimidates Choe's former counsels to render Choe defenseless in the  
18 sham employment litigation and attempts to block legal action against Lee.

19       131. On or about May 22, 2024, Lee sent an email to Choe as well as his  
20 former counsel in the employment litigation, demanding as managing member of  
21 Choe Family the following:

- 22       1. A copy of all retainer agreements, disclosures, waivers of conflicts for  
23 Boltier, ADC Energy, Hun Choe (For Pentis, Fred Lee, and all other attorneys  
24 representing you and/or the entities);
- 25       2. Attorney client trust account ledger, client accounting, payments, balance  
26 sheets, invoices, and copies of all checks/payments/wires, especially  
27 documentation of the source of the funds paid to any and all attorneys from or  
28 on behalf of Boltier, ADC Energy, Hun Choe.

- 1       3. Copies of the entire client files including electronic files, including all
- 2       documents provided to all attorneys for the Pham/Yamamori case.
- 3       4. All communications with Hun Choe and/or attorneys representing Boltier,
- 4       ADC Energy, LB entities, and/or anyone acting on Hun Choe behalf or in
- 5       concert with him.
- 6       5. All documents that mention, refer or reflect to all of the "LB" corporate
- 7       entities with which Hun Choe is an officer, director, agent, including but not
- 8       limited to all corporate records, shareholder ledgers, financial information.

9       132. On information and belief, Lee sought to interfere with Choe's defense  
10 and block any legal action brought against Lee and his co-conspirators for their  
11 fraudulent conduct.

12       133. Lee also accused Choe and his former employment attorneys of  
13 malpractice, breach of fiduciary duty and fraud to intimidate them and drive them  
14 away, leaving Choe defenseless in the employment action orchestrated by Lee:

15       Request is further made on the board of Boltier and ADC Energy that both  
16 corporate entities take action to investigate, audit and account for all  
17 financial transactions perpetrated by Hun Choe, including but not limited to  
18 taking action to investigate and prosecute a malpractice, breach of fiduciary  
19 duty, and fraud case against Carl Pentis, Fred Lee and Hun Choe; and taking  
20 action to investigate and prosecute a lawsuit for breach of fiduciary duty,  
21 fraud, violation of trade secrets, breach of contract and accounting, among  
22 other claims against Hun Choe arising from among other things,  
23 embezzlement of funds, failure to pay wages, and misappropriation of trade  
24 secrets in conspiracy with his LB entities and the LB  
25 shareholders/officers/directors.

26       *Step Six: Lee uses his orchestrated writ of attachment to purportedly acquire Choe's  
27 interest in Boltier and ADC Inc. in a hostile takeover.*

28       134. After orchestrating Pham's purported writ of attachment, which the state  
court has not rendered a decision on, Lee purported to purchase Choe's membership

1 interest in Choe Family LLC for the sum of \$1 in accordance with Section 2.7 of the  
 2 operating agreement of Choe Family—confirming that his scheme to defraud Choe  
 3 extended at least as far back as when he purported to join Choe Family LLC. A true  
 4 and correct copy of Lee’s communication to Choe is attached as Exhibit I ([June 10,  
 5 2024 Letter from Lee to Choe]).

6       135. Then, in a transparent attempt to prevent Choe from suing and exposing  
 7 Lee’s and his co-conspirators of their criminal scheme and enterprise, Lee enlisted his  
 8 co-conspirators Jina and Shrouder to replace Choe from the board of Boltier and ADC  
 9 Inc. In doing so, on June 10, 2024, Shrouder filed a false Statement of Information  
 10 with the California Secretary of State purporting to replace Choe with Jina and  
 11 Shrouder for Boltier. (*See Exhibit J [June 10, 2024 False Statement of Information  
 12 filed by Shrouder]*). Shrouder subsequently sent an email to Choe proclaiming that he  
 13 is “newly appointed to and speak for the Board of Directors” of ADC Inc. and that  
 14 Choe is terminated from all positions. There was no meeting or vote of shareholders  
 15 on the purported election of Jina and Shrouder to the Board of Boltier. Nor was there  
 16 a meeting or vote of shareholders on the purported appointment of Shrouder and  
 17 termination of Choe.

18       136. To correct the fraud, Choe filed a corrected State of Information with the  
 19 California Secretary of State reinstating him as Director, President and CEO of  
 20 Boltier, and removing the fraudsters.

21

#### 22       **D. Choe Uncovers the Scam.**

23       137. On or about March 24, 2023, notwithstanding their employment with  
 24 Lee at ADC USA, Pham and Yamamori served Choe, ADC Inc. and Boltier their  
 25 lawsuit for alleged labor law violations. In his attempt to get to the bottom of their  
 26 allegations, Choe started seeking relevant records from Lee.

27       138. Choe also sought corporate governance records from Lee, the former  
 28 Secretary of ADC Inc. and Boltier by this time. Lee was the individual that retained

1 the originals and copies of all incorporation documents, bylaws, board minutes,  
 2 resolutions, operating agreements, contracts, human resources records, tax filings, and  
 3 other critical records for the entities.

4       139. Lee refused to give Choe access to any of the documents he requested.  
 5 Lee even concealed and/or blocked Choe's access to documents regarding Boltier's  
 6 and ADC Inc.'s intellectual property, including information on their patents,  
 7 trademarks, and other trade secrets.

8       140. He also did not invite or make Choe aware of any board or shareholder  
 9 meetings that ADC USA was having, including an apparent meeting on  
 10 March 11, 2023—the same day Lee filed the patent assignments with the USPTO.

11       141. Notwithstanding that Pham had sued Choe, on April 4, 2023, he emails  
 12 Choe to inquire about the implementation of Boltier's misappropriated trade secrets  
 13 on an ADC USA project.

14       142. At the same time, Lee was telling ADC USA shareholders in writing that  
 15 Choe was missing in action. On April 19, 2023, Lee misrepresented to ADC USA's  
 16 shareholders that Choe had gone completely unresponsive to any requests from him  
 17 and Pham for "nearly two months". (Exhibit K [April 13, 2023 Letter to  
 18 shareholders].)

19       143. Lee informs the shareholders that he "received communications from an  
 20 attorney Hun Choe had to hire because Hun Choe is being sued for failing to pay  
 21 wages to employees of Boltier R&D, Inc. and ADC Energy, Inc. This leaves me with  
 22 no choice but to remove Hun Choe as director and officer from the public records of  
 23 ADC Energy USA, Inc."

24       144. Lee conveniently did not disclose that Pham and Yamamori were the  
 25 ones that sued Choe, Boltier and ADC Inc., and that Lee himself is orchestrating and  
 26 guiding Pham's and Yamamori's suit against Choe, Boltier and ADC Inc.

27       145. Nevertheless, Lee purported to unilaterally remove Choe as an officer  
 28 and chairman of the board of ADC USA. Choe had no authority to do so without a

1 vote of the full board of directors of ADC USA and full shareholder involvement.

2       146. In late 2023, Choe started his own independent investigation. He began  
3 to conduct public records searches himself.

4       147. Choe found Lee's online patent assignment filings and saw the Forged  
5 Assignment. He had no idea Lee had made these filings until this point.

6       148. Choe was shocked at what he had discovered. He knew he never signed  
7 the Forged Assignment and could not comprehend how his signature could have  
8 appeared on the document.

9       149. Choe engaged the services of Reed Hayes, a certified handwriting and  
10 documents examiner.

11       150. Mr. Hayes conducted a thorough forensic exercise on each of the draft  
12 unanimous consent (the "source document"), the Forged Assignment, and other  
13 samples of Choe's signature on other documents. (See Exhibit E [Hayes' Expert  
14 report].)

15       151. Mr. Hayes concluded Choe's signature on the Forged Assignment was  
16 in fact doctored: "Based on the above findings and observations, **I am of the opinion**  
17 **the questioned document was manufactured from the source document.**" (See  
18 Exhibit E at 4 (emphasis in original).)

19       152. More recently, in May 2024, Choe also discovered for the very first time  
20 that Lee had also filed assignments for Boltier's registered trademarks. Apparently,  
21 Lee filed assignments of Boltier's registered trademarks in ADC ENERGY and  
22 POWER EVERYONE with the USPTO through its online internet portal. In the  
23 assignment submissions, he attached the Forged Assignment as evidence of the  
24 assignment. (See Exhibits M, N & O [Trademark Assignments and Bibliographic  
25 Data].) Similarly, Choe learned that on March 21, 2023, Lee filed another assignment  
26 of each of the ADC ENERGY and POWER EVERYONE trademarks from himself  
27 to ADC USA through the USPTO online portal.

28       153. Choe also learned in May of 2024 that, on September 23, 2023, Lee filed

1 a new trademark application for ALTERNATING DIRECT CURRENT, which  
2 Boltier has common law rights thereto. (See Exhibit L [Trademark Application for  
3 “Alternating Direct Current” Mark].)

4 154. Left with no alternatives, and in light of the scope, depth, and seriousness  
5 of Lee’s fraud breach of fiduciary duties to Choe, Boltier, and ADC Inc., as well as  
6 his co-conspirators, on June 11, 2024, Boltier, ADC Inc., Choe Family, and Choe filed  
7 the instant action to seek Court intervention to protect the interests of each of Boltier,  
8 ADC Inc., Choe Family, and their respective shareholders and members. In response,  
9 Defendants engaged in a series of misdeeds to hide their wrongs and evade scrutiny.

10 ***(1) Lee installed himself as Choe Family’s sole member and manager and  
11 denominated his wife, Jina, as agent for service of process.***

12 155. On June 11, 2024, the same day as Plaintiffs’ filing of this action, Lee  
13 filed a false and fraudulent Statement of Information with the California Secretary of  
14 State declaring himself to be the sole manager of Choe Family. (See Exhibit P [Choe  
15 Family SOI].)

16 156. Then, on June 12, 2024, Lee and his co-conspirators, Shrouder and Jina,  
17 filed another false and fraudulent Statement of Information with the California  
18 Secretary of State identifying Shrouder and Jina as the sole board members of  
19 ADC Inc. (See Exhibit Q [ADC SOI].) The filing of the false and fraudulent  
20 Statements of Information and the other actions taken by Lee and his co-conspirators  
21 were pursuant to Lee’s specious purchase of all of Choe’s ownership interest in Choe  
22 Family for \$1.

23 ***(2) Lee sued Choe Family and served the complaint on his wife, Jina.***

24 157. Also on June 12, 2024, Lee sued Choe Family in the Superior Court of  
25 California, County of Los Angeles, in a matter entitled *Henry Lee v. Choe Family,  
26 LLC et al.*, Case No. 24STCV14785. In that action, Lee alleges Choe Family (a  
27 company he purports in the action to own and control himself) owes him unpaid  
28 wages. He also seeks declaratory relief as to control of Choe Family’s bank accounts

1 and ownership of the membership interest in Choe Family and that “Choe Family,  
 2 LLC’s sole and exclusive managing member remains Henry Lee, with no other parties  
 3 having any rights, title, interests or authority to act on behalf of Choe Family, LLC.”

4       158. Curiously, the action does not name Choe as a defendant. Lee even filed  
 5 a “Proof of Service of Summons” on Jina (his wife) as Choe’s Family purported agent  
 6 of process at Lee’s law office. (See Exhibit R [Proof of Service of Summons].) The  
 7 individual listed as the “Person who served papers” on the proof of service is Lucie.

8       159. On June 20, 2024, this Court removed Lee’s action (Case No. 2:24-CV-  
 9 05089-JVS-JDE).

10       ***(3) Defendants filed multiple false and fraudulent Statements of Information  
 11 with the California Secretary of State.***

12       160. On June 13, 2024, Lee and Jina filed yet another false and fraudulent  
 13 Statement of Information with the Secretary of State, purporting to replace Choe with  
 14 Jina as the Manager for Choe Family. (See Exhibit S [Choe Family SOI].)

15       161. The next day, Choe filed yet another corrected Statement of Information,  
 16 replacing Jina with himself.

17       162. Then, on Friday June 21, 2024, Defendants filed more fraudulent  
 18 Statements of Information with the California Secretary of State. At 11:51 a.m.,  
 19 Shrouder filed a Statement of Information removing Choe and naming himself as  
 20 Chief Executive Officer, Chief Financial Officer, and Secretary of Boltier. Shrouder  
 21 also named himself, Jina, and Pham as Boltier’s directors. At 11:53 a.m., Jina filed a  
 22 Statement of Information for Choe Family removing Choe and naming herself as sole  
 23 manager. At 12:55 p.m., Shrouder filed a Statement of Information for ADC Inc.  
 24 removing Choe and naming himself as Chief Executive, Chief Financial Officer, and  
 25 Secretary, and himself, Pham, Shrouder as ADC Inc.’s directors. (See Exhibits T, U,  
 26 & V [SOIs].)

27

28

**(4) Lee called and held Boltier shareholder meetings, during which he and Shrouder defamed Choe.**

3       163. On June 13, 2024, at 7:49 p.m., in response to Choe’s conscientious  
4 notification to ADC’s and Boltier’s shareholders that this lawsuit had been filed, Lee  
5 purported to call his own “shareholder meeting” to deflect from his criminal  
6 enterprise.

7 164. On or about June 21, 2024, Shrouder, Lee, Lucie, Jina, and Pham  
8 purported to conduct the shareholder meeting for Boltier. The only other individual  
9 that attended the meeting was a Eugene Yi.

10        165. During the meeting, Lee and Shrouder made several defamatory and  
11 libelous statements about Choe that are all demonstrably false (and nonsensical on  
12 their face), including that:

- Choe conducted “DEADLY HUMAN EXPERIMENTS” with his “Life Beam” technology “on elderly, severely ill person(s), including to Choe’s own wife” pursuant to which “[b]oth elderly persons including Choe’s wife died”; and
- Choe “partnered with a group that included a convicted child molester and a convicted felon (who repeatedly tried to, and did, steal the ADC hardware)”

18 | (Exhibit W [June 21, 2024 Boltier Meeting Minutes].)

19       166. Based on the above, and other wholly false allegations, Shrouder  
20 threatened that there would be a civil lawsuit filed against Boltier shareholders and  
21 instructed that “if you would like to avoid being named and sued as a Defendant and  
22 co-conspirator with Choe and his partners, please reach our so we can arrange prompt  
23 and immediate settlement with you.” (*Id.* (emphasis in original).)

26 167. On July 3, 2024, Shrouder sent an email to Boltier shareholders attaching  
27 what purported to be the caption page of a lawsuit that Jina has filed in California  
28 Superior Court in Los Angeles against. (See Exhibit X [Email from Shrouder].) Lee

1 himself purports to be Jina's counsel of record in the matter.

2       168. Based on the caption page of the action, Jina appears to be suing Choe  
3 and several other individuals and entities for among other claims, unlawful business  
4 practices under California Business and Professions Code section 17200, fraud,  
5 breach of fiduciary duty, violation of civil rights, and embezzlement/conversion of  
6 funds. (See Exhibit Y [Caption Page Attached to Shrouder Email]).

7       169. In his email, Shrouder again threatened the shareholders to settle **with**  
8 **Jina** her purported lawsuit against them **by contacting Shrouder** to do so: “WE  
9 HIGHLY recommend that you contact me to settle this situation before you get served  
10 within the next few days.” (*Id.* (emphasis in original).)

## CLAIMS FOR RELIEF

## **COUNT I: FEDERAL TRADEMARK INFRINGEMENT (15 U.S.C. § 1114)**

# Boltier Against ADC USA, ADC Air, HAJA, Lee, Pham, Yamamori, Shrouder, and DOES 1 through 100

16        170. Plaintiffs hereby incorporate by reference herein each of the preceding  
17 allegations.

18        171. Boltier is the true and correct owner of the trademarks ADC ENERGY  
19 and POWER EVERYONE marks and the registrations related thereto.

20 172. Defendants ADC USA, ADC Air, HAJA, Lee, Pham, Yamamori,  
21 Shrouder, and DOES 1 through 100 have engaged in, and continue to engage in, the  
22 wrongful exploitation of Boltier's ADC ENERGY and/or POWER EVERYONE  
23 marks.

24 173. Defendants have also engaged in, and continue to engage in, the  
25 wrongful exploitation of ADC AIR mark in a manner that is confusingly similar to  
26 Boltier's registered ADC ENERGY mark. Notably, ADC AIR is substantially similar  
27 in appearance, sound, meaning and/or commercial impression to ADC ENERGY.

28 || 174. Defendants' unauthorized use in commerce of ADC ENERGY and/or

1 POWER EVERYONE marks as alleged herein is likely to deceive consumers as to  
2 the origin, source, sponsorship, or affiliation of Defendants' goods and services, and  
3 is likely to cause consumers to believe, contrary to fact, that Defendants' goods and  
4 services are sold, authorized, endorsed, or sponsored by Boltier.

5       175. Defendants are not affiliated with, connected with, endorsed by, or  
6 sponsored by Boltier. Nor are their goods or services approved or authorized by  
7 Boltier. Lee's fraudulent transfer of Boltier's trademark registration was illegal and  
8 unauthorized.

9       176. Defendants' conduct therefore constitutes trademark infringement in  
10 violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

11       177. Defendants have committed the foregoing acts of infringement with full  
12 knowledge of Boltier's rights in ADC ENERGY and/or POWER EVERYONE and  
13 with the willful intent to cause confusion and trade on Boltier's goodwill.

14       178. Defendants' conduct is causing immediate and irreparable harm and  
15 injury to Boltier, and to its goodwill and reputation, and will continue to both damage  
16 Boltier and confuse the public unless enjoined by this court. Boltier has no adequate  
17 remedy at law.

18       179. Boltier is entitled to, among other relief, injunctive relief and an award  
19 of actual damages, Defendants' profits, enhanced damages and profits, reasonable  
20 attorneys' fees, and costs of the action under Sections 34 and 35 of the Lanham Act,  
21 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

22

23 **COUNT II: TRADE SECRET MISAPPROPRIATION (18 U.S.C. § 1836)**

24       **Boltier and ADC Inc. Against ADC USA, ADC Air, HAJA,**

25       **Lee, Pham, Yamamori, Shrouder and DOES 1 through 100**

26       180. Plaintiffs hereby incorporate by reference herein each of the preceding  
27 allegations.

28       181. Through years of investing time, hard work, and substantial investment

1 of capital, under Choe's leadership and innovation, Boltier has developed trade secrets  
 2 and maintained confidential information that constitute trade secrets pursuant to the  
 3 Defend Trade Secrets Act, codified at 18 U.S.C. § 1832 et seq. These trade secrets  
 4 include, but not limited to, design, development, testing, evaluation, and certification  
 5 of alternating direct current technology, including proprietary information on a safety  
 6 module installed with the patented products to capture photovoltaic (PV) power  
 7 without damaging the chargers.

8       182. These trade secrets derive independent economic value from not being  
 9 generally known to the public or to other persons who can obtain economic value  
 10 from their disclosure.

11       183. Defendant ADC USA, along with its employees Lee, Pham, and  
 12 Yamamori, were provided access to the trade secrets in connection with the  
 13 commercialization of patented products sublicensed by ADC Inc. under Boltier's four  
 14 patents. Lee also had access to such trade secret information by virtue of his position  
 15 as former secretary of Boltier and ADC Inc.

16       184. On information and belief, the license agreements required ADC Inc. and  
 17 ADC USA to maintain the secrecy of the trade secrets, instruct their employees,  
 18 agents and contractors to do the same, and require such employees, agents and  
 19 contractors to acknowledge the non-disclosure of such secret information.

20       185. Lee knew that such trade secret information could not be used or  
 21 disclosed without the prior consent of Boltier. With this knowledge, Lee willfully and  
 22 maliciously conspired to, and did, misappropriate Boltier's trade secrets through  
 23 improper means. He used the forged assignment to fraudulently transfer the trade  
 24 secrets to himself, then to ADC USA, and to ADC Air.

25       186. Lee, and any fellow conspirators, including Pham, Yamamori, Shrouder,  
 26 ADC Air and DOES 1-100, knew or had a reason to know that Boltier's confidential  
 27 information are trade secrets, was acquired by improper means.

28       187. ADC Air knew or had reason to know that the proprietary information it

1 received from Lee, Pham, Yamamori, Shrouder, and DOES 1-100, is and was trade  
 2 secrets that was acquired from Boltier by improper means, that Lee, Pham,  
 3 Yamamori, Shrouder, and DOES 1-100, used improper means to acquire the  
 4 proprietary information, and that Lee, Pham, Yamamori, and DOES 1-100 acquired  
 5 the proprietary information under circumstances that gave rise to a duty to maintain  
 6 its secrecy. On information and belief, ADC Air is implementing elements of the  
 7 Boltier’s “Life Beam” technology in its products.

8       188. Pham’s and Yamamori’s misappropriation of Boltier’s trade secrets was  
 9 further confirmed in their writ of attachment on Choe’s assets, disclosing elements of  
 10 the “Life Beam” technology in Pham’s declaration in support of the writ.

11       189. By committing the actions described above, Defendants have  
 12 misappropriated, and continue to misappropriate, Boltier’s trade secrets, to the  
 13 substantial detriment of Boltier and in violation of the Defend Trade Secrets Act  
 14 (DTSA), 18 U.S.C. § 1836 et seq. For example, on April 4, 2023, after Lee’s  
 15 fraudulently transfer of Boltier’s trade secrets to himself, Pham emailed Choe  
 16 requesting additional instructions to implement and use Boltier’s proprietary  
 17 information on a safety module installed with the patented products for capturing  
 18 photovoltaic (PV) power without damaging the chargers.

19       190. Unless permanently enjoined, Defendants will continue to use Boltier’s  
 20 trade secrets to unfairly compete with Boltier and to undermine Boltier’s established  
 21 and prospective business. The damages Defendants have inflicted and continue to  
 22 inflict are substantial and irreparable, such that monetary relief would not provide an  
 23 adequate legal remedy. Pursuant to 18 U.S.C. 1836(b), Boltier seeks injunctive relief  
 24 or other appropriate remedies enjoining further actual and/or threatened  
 25 misappropriation of Boltier’s trade secrets, and ordering Defendants to relinquish  
 26 possession, custody, and control of Boltier’s trade secret information.

27       191. As a direct and proximate result of Defendants’ actions, Boltier has  
 28 suffered injuries and damages in excess of the jurisdictional limit of this Court,

1 including lost profits, lost licensing revenue, diminished valuation, unjust enrichment  
2 based upon value of the misappropriated property, actual loss caused by the  
3 misappropriation of the trade secrets, and other damages, to be ascertained at trial, in  
4 accordance with 18 U.S.C. § 1836(b)(3)(B).

5 192. To the extent Boltier's actual damages and Defendants' unjust  
6 enrichment are not reasonably ascertainable or subject to proof, Boltier is entitled to  
7 a reasonable royalty for the use of such trade secrets in accordance with 18 U.S.C. §  
8 1836(b)(3)(B).

9 193. On information and belief, Defendants' misappropriation and/or misuse  
10 of Boltier's trade secrets was and is willful and malicious and entitles Boltier to  
11 recovery of double damages and reasonable attorneys' fees and costs, pursuant to 18  
12 U.S.C. § 1836(b)(3)(C) & (D).

13

14 **COUNT III: TRADE SECRETS MISAPPROPRIATION**  
15 **(CIVIL CODE § 3426)**

16 **Boltier and ADC Inc. Against ADC USA, ADC Air, HAJA,  
17 Lee, Pham, Yamamori, Shrouder, and DOES 1 through 100**

18 194. Plaintiffs hereby incorporate by reference herein each of the preceding  
19 allegations.

20 195. Through years of investing time, hard work, and substantial investment  
21 of capital, under Choe's leadership and innovation, Boltier has developed trade secrets  
22 and maintained confidential information that constitute trade secrets pursuant to the  
23 Uniform Trade Secrets Act, codified at California Civil Code § 3426 et seq. These  
24 trade secrets include, but not limited to, design, development, testing, evaluation, and  
25 certification of alternating direct current technology, including proprietary  
26 information on a safety module installed with the patented products to capture  
27 photovoltaic (PV) power without damaging the chargers.

28 196. These trade secrets derive independent economic value from not being

1 generally known to the public or to other persons who can obtain economic value  
 2 from their disclosure.

3       197. Defendant ADC USA, along with its employees Lee, Pham, Yamamori,  
 4 and Shrouder were provided access to the trade secrets in connection with the  
 5 commercialization of patented products sublicensed by ADC Inc. under Boltier's four  
 6 patents. Lee also had access to such trade secret information by virtue of his position  
 7 as former secretary of Boltier and ADC Inc.

8       198. On information and belief, the license agreements required ADC Inc. and  
 9 ADC USA to maintain the secrecy of the trade secrets, instruct their employees,  
 10 agents and contractors to do the same, and require such employees, agents and  
 11 contractors to acknowledge the non-disclosure of such secret information.

12       199. Lee knew that such trade secret information could not be used or  
 13 disclosed without the prior consent of Boltier. With this knowledge, Lee willfully and  
 14 maliciously conspired to, and did, misappropriate Boltier's trade secrets through  
 15 improper means. He used the forged assignment to fraudulently transfer the trade  
 16 secrets to himself, then to ADC USA, and to ADC Air.

17       200. Lee, and any fellow conspirators, including Pham, Yamamori, Shrouder,  
 18 ADC Air, and DOES 1-100, knew or had a reason to know that Boltier's confidential  
 19 information are trade secrets, was acquired by improper means.

20       201. ADC Air knew or had reason to know that the proprietary information it  
 21 received from Lee, Pham, Yamamori, and DOES 1-100, is and was trade secrets that  
 22 was acquired from Boltier by improper means, that Lee, Pham, Yamamori, and DOES  
 23 1-100, used improper means to acquire the proprietary information, and that Lee,  
 24 Pham, Yamamori, Shrouder, and DOES 1-100 acquired the proprietary information  
 25 under circumstances that gave rise to a duty to maintain its secrecy. On information  
 26 and belief, ADC Air is implementing elements of the Boltier's "Life Beam"  
 27 technology in its products.

28       202. Pham's and Yamamori's misappropriation of Boltier's trade secrets was

1 further confirmed in their writ of attachment, disclosing elements of the “Life Beam”  
 2 technology in Pham’s declaration in support of the writ.

3       203. By committing the actions described above, Defendants have  
 4 misappropriated, and continue to misappropriate, Boltier’s trade secrets, to the  
 5 substantial detriment of Boltier. For example, on April 4, 2023, after Lee’s  
 6 fraudulently transfer of Boltier’s trade secrets to himself, Pham emailed Choe  
 7 requesting additional instructions to implement and use Boltier’s proprietary  
 8 information on a safety module installed with the patented products for capturing  
 9 photovoltaic (PV) power without damaging the chargers.

10      204. Unless permanently enjoined, Defendants will continue to use Boltier’s  
 11 trade secrets to unfairly compete with Boltier and to undermine Boltier’s established  
 12 and prospective business. The damages Defendants have inflicted and continue to  
 13 inflict are substantial and irreparable, such that monetary relief would not provide an  
 14 adequate legal remedy. Pursuant to Civil Code § 3426.2, Boltier seeks injunctive relief  
 15 or other appropriate remedies enjoining further actual and/or threatened  
 16 misappropriation of Boltier’s trade secrets, and ordering Defendants to relinquish  
 17 possession, custody, and control of Boltier’s trade secret information.

18      205. As a direct and proximate result of Defendants’ actions, Boltier has  
 19 suffered injuries and damages in excess of the jurisdictional limit of this Court,  
 20 including lost profits, lost licensing revenue, diminished valuation, unjust enrichment  
 21 based upon value of the misappropriated property, actual loss caused by the  
 22 misappropriation of the trade secrets, and other damages, to be ascertained at trial, in  
 23 accordance with Civil Code § 3426.3(a).

24      206. To the extent Boltier’s actual damages and Defendants’ unjust  
 25 enrichment are not reasonably ascertainable or subject to proof, Boltier is entitled to  
 26 a reasonable royalty for the use of such trade secrets in accordance with Civil Code §  
 27 3426.3(b).

28      207. On information and belief, Defendants’ misappropriation and/or misuse

1 of Boltier's trade secrets was and is willful and malicious and entitles Boltier to  
2 recovery of double damages and reasonable attorneys' fees and costs, pursuant to  
3 Civil Code §§ 3426.3(c) & 3426.4.

4

5 **COUNT IV: VIOLATION OF RICO (18 U.S.C. § 1962)**

6 **Choe, Boltier, ADC Inc. and Derivative on Behalf of Choe Family Against**  
7 **ADC USA, ADC Air, HAJA, Lee, Pham, Yamamori, Shrouder, Jina, Lucie,**  
8 **and DOES 1 through 100**

9 208. Plaintiffs hereby incorporate by reference herein each of the preceding  
10 allegations.

11 209. At all relevant times, each of plaintiff Choe, Boltier, ADC Inc., and Choe  
12 Family is a "person" within the meaning of 18 U.S.C. sections 1961(3) and 1962(2).

13 210. At all relevant times, each of Defendant ADC USA, ADC Air, Lee,  
14 Pham, Yamamori, and DOES 1 through 100 is a "person" within the meaning of 18  
15 U.S.C. sections 1961(3) and 1962(2).

16 **The RICO Enterprise**

17 211. Defendants ADC USA, ADC Air, HAJA, Lee, Pham, Yamamori,  
18 Shrouder, Jina, Lucie, and DOES 1 through 100 and their co-conspirators are a group  
19 of persons associated together in fact for the common purpose of carrying out an  
20 ongoing criminal enterprise, as described in the foregoing paragraphs.

21 212. Namely, through a multi-faceted campaign of lies, fraud, and forgery,  
22 they sought to transfer intellectual property rights and other valuable assets from  
23 Boltier to Lee, and then to ADC USA and ADC Air.

24 213. These Defendants have organized their operation into a cohesive group  
25 with specific and assigned responsibilities and a command structure, operating in  
26 multiple states, including California and Nevada.

27 214. Over the years they have adapted their scheme to changing  
28 circumstances, recruiting new members to their operation, and expanding the scope

1 and nature of their activities. While the organization of the criminal enterprise has  
 2 changed over time, and its members may have held different roles at different times,  
 3 the criminal enterprise has generally been structured to operate as a singular unit to  
 4 accomplish the goals of their criminal scheme.

5 The Conduct

6 215. **Defendant Lee**, on information and belief, is an individual who has  
 7 masterminded the scheme to defraud Choe, Boltier, ADC Inc., and Choe Family and  
 8 continues to direct and manage the RICO enterprise. Lee has directed other co-  
 9 conspirators to take actions necessary to accomplish the overall aims of the criminal  
 10 enterprise, namely, (i) causing Choe to enter into the Choe Family Operating  
 11 Agreement with HAJA and the ADC Inc.-Choe Share Transfer Agreement,  
 12 (ii) forging Choe's signature on the Forged Assignment, (iii) preparing and filing  
 13 patent assignment documents and trademark assignment documents and applications  
 14 online with the USPTO concerning fraudulently obtained patents and trademarks  
 15 from Boltier, (iv) causing co-conspirators to use and misappropriate Boltier's trade  
 16 secrets; and (v) ghostwriting court documents and causing them to be filed against  
 17 Choe, Boltier, and ADC Inc. in a sham employment litigation, among others.

18 216. **Defendants Pham, Yamamori, and Lucie** have been primarily  
 19 responsible for managing the day-to-day operations of the criminal enterprise at ADC  
 20 USA. Pham serves as Chief Operating Officer and board member at ADC USA. He  
 21 has taken actions necessary to accomplish the overall aims of the criminal enterprise  
 22 by using and misappropriating Boltier's stolen trade secrets, to the substantial  
 23 detriment of Boltier. For example, on April 4, 2023, after Lee's fraudulently transfer  
 24 of Boltier's trade secrets to himself, Pham emailed Choe requesting additional  
 25 instructions to implement and use Boltier's proprietary information on a safety  
 26 module installed with the patented products for capturing photovoltaic (PV) power  
 27 without damaging the chargers. On information and belief, Yamamori and Lucie have  
 28 also supported the criminal enterprise's activities in a myriad of ways including,

1 joining Pham in their pressure campaign to force Choe to execute the resolutions,  
 2 seeking business partnerships for ADC USA and ADC Air to commercially exploit  
 3 the intellectual property in the form of patents, trademarks, trade secrets, and other  
 4 proprietary information the criminal enterprise fraudulently assigned to itself from  
 5 Boltier.

6       217. **Defendants Shrouder and Jina** have been primarily responsible for  
 7 ensuring the criminal enterprise's continued expansion and preventing any legitimate  
 8 legal challenges from Boltier, ADC Inc., or Choe from seeing the light of day.  
 9 Shrouder serves as Chief Information Officer at ADC USA. As of June 10, 2024, he  
 10 and Jina purport to enlist themselves as board members of Boltier. In addition,  
 11 Shrouder purports to be the Chief Executive Officer, Chief Financial Officer, and  
 12 Secretary of Boltier. He and Jina have taken actions necessary to accomplish the  
 13 overall aims of the criminal enterprise by for instance purporting to be in control of  
 14 Boltier and ADC Inc., and purporting to remove Choe from the companies without  
 15 conducting *bona fide* shareholder vote to do so.

16       218. **Defendants HAJA, ADC USA, and ADC Air** have served as the  
 17 conduit entities for the criminal enterprise's operations. HAJA, as the purported  
 18 manager of Choe Family's ownership interests in ADC Inc. and Boltier, working  
 19 through Lee have exerted control over ADC Inc. and Boltier to fraudulently divert  
 20 their intellectual property assets away from themselves and directly to Lee. Lee in  
 21 turn assigned those same intellectual property assets by fraudulent means to ADC  
 22 USA. ADC USA then commercially exploited those stolen assets in conjunction with  
 23 ADC Air and other third parties.

24       219. Defendants ADC USA, ADC Air, Lee, Pham, Yamamori, Shrouder,  
 25 Lucie, Jina, and DOES 1 through 100 and their co-conspirators constitute an  
 26 association-in-fact enterprise within the meaning of 18 U.S.C. sections 1961(4) and  
 27 1962(c). Each of these Defendants participated in the operation or management of  
 28 the enterprise.

1       220. At all relevant times, the enterprise was engaged in, and its activities  
2 affected interstate and foreign commerce within the meaning of 18 U.S.C. section  
3 1962(c).

4

5       Pattern of Racketeering Activity - Multiple Instances of Mail and  
6       Wire Fraud in Violation of 18 U.S.C. §§ 1341 and 1343

7       221. Defendants ADC USA, ADC Air, Lee, Jina, Shrouder, Pham,  
8 Yamamori, Lucie, and DOES 1 through 100 and their co-conspirators conducted or  
9 participated, directly or indirectly, in the conduct, management, or operation of the  
10 enterprise's affairs through a pattern of racketeering activity within the meaning of 18  
11 U.S.C. §1961(5) and in violation of §1962(c) as detailed below.

12       222. As described herein, ADC USA, engaged in a wide-ranging scheme to  
13 Choe, Boltier, ADC Inc., Choe Family, the USPTO, and the public regarding the  
14 proper ownership of Boltier's patents, trademarks, trade secrets and other intellectual  
15 property.

16       223. The ultimate objective of Defendants' scheme or artifice to defraud is to  
17 steal all valuable patents and proprietary, trade secrets-protected technology  
18 belonging to Choe and his companies, Boltier and ADC Inc. and deprive these entities  
19 of licensing fees they were entitled to under a licensing agreement they had with ADC  
20 USA.

21       224. On information and belief, in furtherance of their scheme, ADC USA,  
22 ADC Air, HAJA Lee, Pham, Yamamori, Jina, Shrouder, and DOES 1 through 100  
23 transmitted, or caused to be transmitted, by means of wire communication in interstate  
24 or foreign commerce, writings, signs, signals, pictures, and sounds, and also caused  
25 matters and things to be placed in any post office or authorized depository, or  
26 deposited or caused to be deposited matters or things to be sent or delivered by a  
27 private or commercial interstate carrier, including, but not limited to, the following.

28       225. On May 29, 2021, using mail and/or wire communications, Lee (acting

1 on behalf of each of ADC USA, HAJA, Pham, Yamamori, Jina, Shrouder, and their  
 2 other co-conspirators) caused Choe to sign both the Choe Family Operating  
 3 Agreement and the ADC. Inc.-Choe Family Shares Transfer Agreement. The Choe  
 4 Family Operating Agreement purported to appoint both Choe and HAJA/Lee as co-  
 5 managers of the entity and required unanimous consent to engage in all aspects of  
 6 Choe Family's business operations, including to initiate lawsuits. The ADC Inc.-Choe  
 7 Family Shares Transfer Agreement purported to transfer all of Choe's shares in ADC  
 8 Inc.—25% of all outstanding shares—to Choe Family. In doing so, Lee represented  
 9 to Choe that HAJA was authorized to enter into such a transaction. However, neither  
 10 agreement was actually effective. As of May 29, 2021, HAJA was not authorized to  
 11 do business because it had been suspended and inactive with the California Secretary  
 12 of State since February 6, 2019. HAJA is still in inactive status as of today's date.

13       226. On or about January 30, 2023, Lee (acting on behalf of himself, ADC  
 14 USA, HAJA, Pham, Jina, Shrouder, Yamamori, and their co-conspirators), using mail  
 15 and wire communications, sent to Choe of what purported to be an "Action by  
 16 Unanimous Written Consent of the Board of Directors of Boltier R&D, Inc. Effective  
 17 January 30, 2023." The draft document purported to serve as a unanimous agreement  
 18 and authorization by all three members of Boltier's board of directors to convey all  
 19 of the "ADC IP" to Lee. The draft document contained signature lines for each of  
 20 Choe and Alan as the members of Boltier's board of directors. It also contained a  
 21 signature line for Lee in his capacity as the third member of Boltier's board,  
 22 notwithstanding that the content of the document benefited solely him and caused the  
 23 entire set of transactions being considered to be an interested party transaction vis-à-  
 24 vis Lee.

25       227. On or about February 13, 2023, Lee and Pham (acting on behalf of  
 26 themselves, ADC USA, HAJA, Yamamori, Jina, Shrouder, and their co-conspirators),  
 27 using mail and wires, including email communications, convinced Choe to sign the  
 28 draft document nonetheless by misrepresenting its contents and purpose, and the

1 effect of his signature on the draft.

2 228. On February 1, 2023, Lee (acting on behalf of himself, ADC USA,  
 3 HAJA, Pham, Yamamori, Jina, Shrouder, and their co-conspirators), using the mail  
 4 and/or wires, through email communications, sent to Choe three additional documents  
 5 to execute: (i) “Action by Unanimous Written Consent of the Board of Directors of  
 6 Boltier R&D, Inc. Effective January 30, 2023”; (ii) “Action by Unanimous Written  
 7 Consent of the Board of Directors of ADC Energy, Inc. Effective January 30, 2023”;  
 8 and (iii) “Action by Unanimous Written Consent of the Board of Directors of ADC  
 9 Energy USA, Inc. Effective January 30, 2023.” All three documents are identical.  
 10 They summarize a series of events behind Lee’s motivation to fraudulently transfer  
 11 Boltier’s intellectual property, namely that: (i) Lee presented an opportunity for ADC  
 12 shareholders to vote on IPO evaluation, relocation and restructuring; and (ii) Choe  
 13 with majority share voted “No” on all three proposals while Lee and others voted  
 14 “Yes.” Suspicious of Lee’s request, Choe sought advice on these three documents,  
 15 and ultimately, decided not to sign them.

16 229. On or about February 20, 2023, Lee (acting on behalf of himself, ADC  
 17 USA, HAJA, Pham, Yamamori, and their co-conspirators), using mail and wires,  
 18 including email communications, emailed Alan the documents signed by Lee and  
 19 Choe, and instructing him to “sign and return. Or write ‘Resigned’ and return asap.”  
 20 But upon reviewing the documents, Alan refused to sign and did not respond to Lee.

21 230. Undeterred, Lee (acting on behalf of himself, ADC USA, HAJA, Pham,  
 22 Yamamori, Jina, Shrouder, and their co-conspirators), using the mail and wires,  
 23 including email communications, created the Forged Assignment. The Forged  
 24 Assignment purported to be a resolution of “All ADC entities,” conveying all “(ADC  
 25 IP) including but not limited to: (1) all the property, right, title and interest in and to  
 26 the Patents and Trademarks including all common law rights...(2) all income,  
 27 royalties, and damages hereafter due or payable to Assignor with respect to the  
 28 Trademark, including without limitation, damages, and payments for past or future

1 infringements and misappropriations of the Patents and Trademarks; and (3) all rights  
 2 to sue for past, present and future infringements or misappropriations of the  
 3 Trademark, to Henry Lee and/or his assignee.” Also, it only contained two signature  
 4 lines—one for Choe and one for Lee. There was no signature line for Alan Choe.  
 5 Moreover, Choe’s signature purported to be affixed to the signature page along with  
 6 a signature for Lee. Choe’s signature that Lee affixed to this document was a forgery.

7       231. On February 23, 2023, using the mail and wires, Lee (acting on behalf  
 8 of himself, ADC USA, HAJA, Pham, Yamamori, Jina, Shrouder and their co-  
 9 conspirators) electronically filed a series of trademark assignment forms with the  
 10 USPTO Assignment Center via its online webpage for Boltier’s registered ADC  
 11 ENERGY and POWER EVERYONE marks. With each online assignment  
 12 submission, Lee uploaded the Forged Assignment as evidence of the assignment. (See  
 13 Exhibits M & N [Trademark Assignments and Bibliographic Data].)

14       232. On March 11, 2023, using the mail and wires, Lee (acting on behalf of  
 15 himself, ADC USA, HAJA, Pham, Yamamori, Jina, Shrouder and their co-  
 16 conspirators) electronically filed a series of patent assignment forms with the USPTO  
 17 via its online webpage for submitting assignment of patents records for each of the  
 18 ‘437, ‘643, ‘720, and ‘560 Patents. With each online assignment submission, Lee  
 19 fraudulently stated that Boltier had assigned each of Boltier’s four patents to Lee  
 20 himself. Moreover, he uploaded the Forged Assignment with his submission.

21       233. Then, on March 21, 2023, using the mail and wires, Lee (acting on behalf  
 22 of himself, ADC USA, HAJA, Pham, Yamamori, Jina, Shrouder and their co-  
 23 conspirators) electronically filed another set of assignment forms, transferring the *two*  
 24 federal trademark registrations and the *four* issued patents from himself to ADC USA.  
 25 (See Exhibits M & O.)

26       234. On April 19, 2023, Lee wrote a letter that he sent via the mail and/or the  
 27 wires through email communications to ADC USA’s shareholders that “Choe had  
 28 gone completely unresponsive to any requests from him and Pham for “nearly two

1 months". (Exhibit K [April 13, 2023 Letter to shareholders].) The information he  
 2 was providing the shareholders was not true at all. In fact, on Saturday, April 6, 2023,  
 3 just a week prior, Choe had responded to an email from Pham regarding a technical  
 4 project for which Pham needed Choe's assistance.

5       235. On September 23, 2023, ADC USA using the wires filed a new  
 6 trademark application for the ALTERNATING DIRECT CURRENT mark through  
 7 the USPTO online portal. (*See* Exhibit L [Trademark Application for "Alternating  
 8 Direct Current" Mark].) Boltier has common law rights to this mark and has used it  
 9 as a source identifier of Boltier's patented technology.

10      236. On or about May 22, 2024, Lee sent an email to Choe as well as his  
 11 former counsel in the employment litigation, demanding as managing member of  
 12 Choe Family the following:

13       1. A copy of all retainer agreements, disclosures, waivers of conflicts for  
 14 Boltier, ADC Energy, Hun Choe (For Pentis, Fred Lee, and all other attorneys  
 15 representing you and/or the entities);

16       2. Attorney client trust account ledger, client accounting, payments, balance  
 17 sheets, invoices, and copies of all checks/payments/wires, especially  
 18 documentation of the source of the funds paid to any and all attorneys from or  
 19 on behalf of Boltier, ADC Energy, Hun Choe.

20       3. Copies of the entire client files including electronic files, including all  
 21 documents provided to all attorneys for the Pham/Yamamori case.

22       4. All communications with Hun Choe and/or attorneys representing Boltier,  
 23 ADC Energy, LB entities, and/or anyone acting on Hun Choe behalf or in  
 24 concert with him.

25       5. All documents that mention, refer or reflect to all of the "LB" corporate  
 26 entities with which Hun Choe is an officer, director, agent, including but not  
 27 limited to all corporate records, shareholder ledgers, financial information.

28       237. On information and belief, Lee sought to interfere with Choe's defense

1 and block any legal action brought against Lee and his co-conspirators for their  
 2 fraudulent conduct.

3       238. Lee also accused Choe and his former employment attorneys of  
 4 malpractice, breach of fiduciary duty and fraud to intimidate them and drive them  
 5 away, leaving Choe defenseless in the employment action orchestrated by Lee:

6       Request is further made on the board of Boltier and ADC Energy that both  
 7 corporate entities take action to investigate, audit and account for all  
 8 financial transactions perpetrated by Hun Choe, including but not limited to  
 9 taking action to investigate and prosecute a malpractice, breach of fiduciary  
 10 duty, and fraud case against Carl Pentis, Fred Lee and Hun Choe; and taking  
 11 action to investigate and prosecute a lawsuit for breach of fiduciary duty,  
 12 fraud, violation of trade secrets, breach of contract and accounting, among  
 13 other claims against Hun Choe arising from among other things,  
 14 embezzlement of funds, failure to pay wages, and misappropriation of trade  
 15 secrets in conspiracy with his LB entities and the LB  
 16 shareholders/officers/directors.

17       239. After orchestrating Pham's purported writ of attachment, which the state  
 18 court has not rendered a decision on, Lee purported to purchase Choe's membership  
 19 interest in Choe Family LLC for the sum of \$1 in accordance with Section 2.7 of the  
 20 operating agreement of Choe Family—confirming that his scheme to defraud Choe  
 21 extended at least as far back as when he purported to form Choe Family. A true and  
 22 correct copy of Lee's communication to Choe is attached as Exhibit I ([June 10, 2024  
 23 Letter from Lee to Choe]).

24       240. Then, in a transparent attempt to prevent Choe from suing and exposing  
 25 Lee's and his co-conspirators of their criminal scheme and enterprise, Lee enlisted his  
 26 co-conspirators Jina and Shrouder to replace Choe from the Boltier and ADC Inc.  
 27 boards. In doing so, on June 10, 2024, Shrouder filed a false Statement of Information  
 28 with the California Secretary of State purporting to replace Choe with Jina and  
 Shrouder for Boltier. (*See Exhibit J [June 10, 2024 False Statement of Information  
 filed by Shrouder]*). Shrouder subsequently sent an email to Choe proclaiming that he

1 is “newly appointed to and speak for the Board of Directors” of ADC Inc. and that  
 2 Choe is terminated from all positions. There was no meeting or vote of shareholders  
 3 on the purported election of Jina and Shrouder to the Board of Boltier. Nor was there  
 4 a meeting or vote of shareholders on the purported appointment of Shrouder and  
 5 termination of Choe.

6       241. Defendants ADC USA, ADC Air, Lee, Pham, Yamamori, Shrouder,  
 7 Jina, and DOES 1 through 100 participated in the scheme or artifice knowingly,  
 8 willfully, and with the specific intent to deceive and/or defraud: (i) Choe and Boltier  
 9 into assigning Boltier’s intellectual property rights to Defendants; (ii) the USPTO  
 10 office to record the Forged Assignments of Boltier’s four patents and two trademarks;  
 11 and (iii) the California Secretary of State and general public into believing that they  
 12 were the true owners and controllers of Boltier’s and ADC Inc.’s intellectual property  
 13 rights and the quell any potential challenges by any party outside of the criminal  
 14 enterprise.

15       242. ADC USA, ADC Air, Lee, Pham, Yamamori, Jina, Shrouder, and DOES  
 16 1 through 100 then further caused statements regarding the Forged Assignment and  
 17 assignments, and control of Boltier and ADC Inc., which they knew to be false or  
 18 misleading, to be disseminated to the USPTO and the California Secretary of State  
 19 with the intent that those statements be believed by the public. This would convince  
 20 third parties to enter into business ventures with ADC USA and ADC Air, as well as  
 21 contract directly with their criminal enterprise.

22       243. Further, these Defendants’ false and misleading statements have caused  
 23 Plaintiffs substantial damages.

24       244. Each of these Defendants has engaged in multiple predicate acts, as  
 25 described above. The conduct of each of the Defendants described constitutes a  
 26 pattern of racketeering activity within the meaning of 18 U.S.C. §1961(5).

27       245. Plaintiffs were injured in their business and property by reason of the  
 28 Defendants’ violations of 18 U.S.C. §1962(c). The injuries to Plaintiffs caused by

1 reason of the violations of 18 U.S.C. §1962(c) include but are not limited to damage  
2 to Plaintiffs' reputation and goodwill, the impairment of each of Plaintiffs' interest in  
3 executed contracts; loss or diminution in the value and extent of their intellectual  
4 property rights in their patents, trademarks, trade secrets, and other intellectual  
5 property; the attorneys' fees and costs to defend themselves in objectively baseless,  
6 improperly motivated sham litigation in Los Angeles Superior court

7       246. Further, these injuries to Plaintiffs were a direct, proximate, and  
8 reasonably foreseeable result of the violation of 18 U.S.C. §1962. Each of Plaintiff's  
9 is the ultimate victim of the Defendants' unlawful enterprise.

10       247. Plaintiffs have been and will continue to be injured in their respective  
11 business and property in an amount to be determined at trial.

12        248. Pursuant to 18 U.S.C. §1964(c), Plaintiffs are entitled to recover treble  
13 damages plus costs and attorneys' fees from the RICO Defendants.

## COUNT V: CONSPIRACY TO VIOLATE RICO

**Choe, Boltier, ADC Inc., and Derivative on Behalf of Choe Family Against ADC USA, ADC Air, HAJA, Lee, Pham, Yamamori, Jina, Shrouder, Lucie, and DOES 1 through 100**

19        249. Plaintiffs hereby incorporate by reference herein each of the preceding  
20 allegations.

21 250. ADC USA, ADC Air, HAJA, Lee, Pham, Yamamori, Jina, Shrouder,  
22 Lucie, and DOES 1 through 100 have unlawfully, knowingly and willfully combined,  
23 conspired, confederated and agreed together and with others to violate 18 U.S.C.  
24 §1962(c) as described above, in violation of 18 U.S.C. §1962(d).

25        251. Upon information and belief, these Defendants knew that they were  
26 engaged in a conspiracy to commit the predicate acts, and they knew that the predicate  
27 acts were part of such racketeering activity, and the participation and agreement of  
28 each of them was necessary to allow the commission of this pattern of racketeering

1 activity. This conduct constitutes a conspiracy to violate 18 U.S.C. §1962(c), in  
2 violation of 18 U.S.C. §1962(d).

3 252. Upon information and belief, these Defendants agreed to conduct or  
4 participate, directly or indirectly, in the conduct, management, or operation of the  
5 enterprise's affairs through a pattern of racketeering activity in violation of 18 U.S.C.  
6 §1962(c).

7 253. Each Defendant knew about and agreed to facilitate the enterprise's  
8 scheme to obtain property from Plaintiffs. It was part of the conspiracy that  
9 Defendants and their co-conspirators would commit a pattern of racketeering activity  
10 in the conduct of the affairs of the enterprise, including the acts of racketeering set  
11 forth above.

12 254. Plaintiffs were injured in their business and property by reason of the  
13 Defendants' violations of 18 U.S.C. §1962(c). The injuries to Plaintiffs caused by  
14 reason of the violations of 18 U.S.C. §1962(c) include but are not limited to damage  
15 to Plaintiffs' reputation and goodwill, the impairment of each of Plaintiffs' interest  
16 in executed contracts; loss or diminution in the value and extent of their intellectual  
17 property rights in their patents, trademarks, trade secrets, and other intellectual  
18 property; the attorneys' fees and costs to defend themselves in objectively baseless,  
19 improperly motivated sham litigation in Los Angeles Superior Court.

20 255. Further, these injuries to Plaintiffs were a direct, proximate, and  
21 reasonably foreseeable result of the violation of 18 U.S.C. §1962. Each of Plaintiff's  
22 is the ultimate victim of the Defendants' unlawful enterprise.

23 256. Plaintiffs have been and will continue to be injured in their respective  
24 business and property in an amount to be determined at trial.

25 257. Pursuant to 18 U.S.C. §1964(c), Plaintiffs are entitled to recover treble  
26 damages plus costs and attorneys' fees from the RICO Defendants.

27

28 **COUNT VI: DECLARATORY JUDGMENT**

**Choe, Boltier, ADC Inc., and Derivative on Behalf of Choe Family  
Against ADC USA, ADC Air, HAJA, Lee, Shrouder, Jina, Lucie, and DOES 1  
through 100**

258. Plaintiffs hereby incorporate by reference herein each of the preceding allegations.

259. On May 29, 2021, Lee caused Choe to sign both the Choe Family Operating Agreement and the ADC. Inc.-Choe Family Shares Transfer Agreement.

8        260. The Choe Family Operating Agreement purported to appoint both Choe  
9 and HAJA/Lee as co-managers of the entity and required unanimous consent to  
10 engage in all aspects of Choe Family's business operations, including to initiate  
11 lawsuits. The ADC Inc.-Choe Family Shares Transfer Agreement purported to  
12 transfer all of Choe's shares in ADC Inc.—25% of all outstanding shares—to Choe  
13 Family.

14       261. There is a continuing, ripe and justiciable controversy concerning  
15 (i) whether HAJA was authorized by law to enter into the Choe Family Operating  
16 Agreement and, thus, whether Choe could have transferred all of his shares in ADC  
17 Inc. to Choe Family, (ii) whether the Forged Assignment was effective, and  
18 (iii) whether any subsequent actions taken by Lee, Shrouder, and Jina based on  
19 purported rights under the Choe Family Operating Agreement are void, and (iv)  
20 whether Choe has engaged in any unlawful business practices under California  
21 Business and Professions Code section 17200, fraud, breach of fiduciary duty,  
22 violation of civil rights, and embezzlement/conversion of funds (as alleged by Lee  
23 and his co-conspirators).

24       262. Plaintiffs herein claim that neither the Choe Family Operating  
25 Agreement nor the ADC Inc.-Choe Family Shares Transfer Agreement was actually  
26 effective, and is thus voidable because as of purported execution date of May 29,  
27 2021, HAJA was not authorized to do business because it had been suspended and  
28 inactive with the California Secretary of State since February 6, 2019, and remains so

1 today. Pursuant to California Revenue and Taxation Code §23304.1(a), both the Choe  
2 Family Operating Agreement and the ADC Inc.-Choe Family Shares Transfer  
3 Agreement were ineffective and voidable under §23304.5.

4 263. In addition, Plaintiffs claim that the Choe Family Operating Agreement  
5 and the ADC-Inc.-Choe Family Shares Transfer Agreement are void *ab initio* because  
6 Lee and his co-conspirators deceived Choe to enter into them through undue duress,  
7 fraud, mistake and other illicit means during a particularly vulnerable time when  
8 elderly Choe was mourning the death of his wife of four decades.

9 264. Plaintiffs also claim that the Forged Assignment document is void *ab*  
10 *initio* because it was procured by forgery and none of the alleged signatories had  
11 authority to bind any of the entities purporting to consent to an assignment of rights  
12 from Choe, Boltier, and ADC Inc. to Lee or any other party.

13 265. Therefore, Plaintiffs seek a declaratory judgment that each of the Choe  
14 Family Operating Agreement, ADC-Inc.-Choe Family Shares Transfer Agreement,  
15 and Forged Assignment is void *ab initio*.

16 266. Plaintiffs also seek a declaratory judgment that the effect of Lee's  
17 fraudulent assignment has terminated the ADC Inc.-ADC USA sublicense agreement.  
18 Given that a property owner cannot be a sublicensee to his property, Lee's actions  
19 resulted in the termination of the rights granted from ADC Inc. to ADC USA with  
20 respect to the four patents.

21 267. Plaintiffs further seek a declaratory judgment that none of the Plaintiffs  
22 nor their shareholders has engaged in any unlawful business practices under  
23 California Business and Professions Code section 17200, breach of fiduciary duty,  
24 fraud, violation of civil rights, and embezzlement/conversion of funds concerning the  
25 business of any of Plaintiffs or Defendants.

26 268. Plaintiffs also seek a declaratory judgment that none of the Plaintiffs nor  
27 their shareholders owe Lee any money.

## **COUNT VII: CIVIL CONSPIRACY**

**Choe, Boltier, ADC Inc., and Derivative on Behalf of Choe Family Against  
ADC USA, ADC Air, HAJA, Lee, Pham, Yamamori, Jina, Shrouder, Lucie,  
and DOES 1 through 100**

269. Plaintiffs hereby incorporate by reference herein each of the preceding allegations.

7       270. Each of Defendants ADC USA, ADC Air, HAJA, Lee, Pham,  
8 Yamamori, Jina, Shrouder, Lucie, and DOES 1 through 100 formed an agreement and  
9 conspired together to defraud Choe, Choe Family, Boltier, and ADC Inc. and deprive  
10 them of their intellectual property and other assets and divert these Plaintiffs' property  
11 for their own benefit.

12        271. As a direct and proximate result of this conspiracy and/or wrongful acts,  
13 each Plaintiff has been damaged, in an amount to be proven at trial.

14 272. Defendants acted with malice, fraud, and oppression, entitling each  
15 Plaintiff to an award of punitive and exemplary damages to the extent available by  
16 law according to proof.

## **COUNT VIII: BREACH OF FIDUCIARY DUTY**

## **Boltier and ADC Inc. Against Lee and DOES 1 through 100**

20        273. Plaintiffs hereby incorporate by reference herein each of the preceding  
21 allegations.

22        274. As the Secretary and a member of the board of directors of Boltier and  
23 ADC Inc., Lee owed them and their shareholders a duty of utmost care, integrity,  
24 honesty and loyalty. Lee also owed Boltier, ADC Inc. and their respective  
25 shareholders a duty of good faith and fair dealing and a continuing duty of  
26 confidentiality.

27        275. Lee breached his fiduciary duties to Boltier and its shareholders by,  
28 among other things, creating a Forged Assignment that purported to assign to Lee

1 (acting on his own behalf and on behalf of ADC USA, ADC Air, HAJA, Pham,  
2 Yamamori, and DOES 1 through 100) all of Boltier's intellectual property rights  
3 without any authorization from Boltier's board of directors and shareholders, and  
4 without consent sharing Boltier's confidential information, including Boltier's  
5 financial records, with third parties, including Pham, Yamamori, and Shrouder.

6        276. Lee also breached his fiduciary duties to ADC Inc. and its shareholders  
7 by, among other things, creating a Forged Assignment (acting on his own behalf and  
8 on behalf of ADC USA, ADC Air, HAJA, Pham, Yamamori, and DOES 1 through  
9 100) that attempts to: (i) usurp the exclusive rights granted to ADC Inc. under the  
10 ADC Inc.-Boltier license agreement with respect to its four patents, and (ii)  
11 circumvent the royalties that ADC USA owes ADC Inc. under the ADC Inc.-ADC  
12 USA sublicense agreement. Lee's action was unauthorized by ADC Inc.'s board of  
13 directors and shareholders.

14        277. As a direct and proximate result of Lee's breach of the fiduciary duties  
15 owed to Boltier and ADC Inc., Boltier and ADC Inc. have suffered in an amount to  
16 be proven at trial.

17        278. The above-described acts were done intentionally, with fraud. Boltier,  
18 ADC Inc. and their respective shareholders are therefore entitled to punitive and  
19 exemplary damages in an amount according to proof.

## **COUNT IX: BREACH OF FIDUCIARY DUTY**

## **Choe and Derivative on Behalf of Choe Family Against HAJA**

23        279. Plaintiffs hereby incorporate by reference herein each of the preceding  
24 allegations.

25        280. As the managing member of Choe Family, HAJA owed Choe Family  
26 and its members a duty of utmost care, integrity, honesty and loyalty. HAJA also  
27 owed Choe Family and its members a duty of good faith and fair dealing.

28 281. HAJA breached its fiduciary duties to Choe and its members by, among

1 other things: (a) deceiving Choe to transfer his shares in ADC, Inc. to Choe Family in  
2 exchange for HAJA's management when HAJA was not even authorized to do  
3 business with Choe or Choe Family, (b) creating a Forged Assignment that purported  
4 to assign to Lee (acting on his own behalf and on behalf of ADC USA, ADC Air,  
5 HAJA, Pham, Yamamori, and DOES 1 through 100) all of ADC Inc.'s and Boltier's  
6 intellectual property rights without any authorization from ADC's or Boltier's board  
7 of directors and shareholders, and (c) purporting to seek to repurchase on behalf of  
8 Choe Family all of Choe's membership interest in Choe Family for \$1 based on an  
9 application for writ of attachment that Lee himself authored in a baseless action.

10        282. The effect of these transfers was to divert significant assets out of Choe  
11 Family to Lee and his entities for no consideration.

12        283. As a direct and proximate result of HAJA's breach of the fiduciary duties  
13 owed to Choe Family and its members, Choe Family and Choe have suffered in an  
14 amount to be proven at trial.

15       284. The above-described acts were done intentionally, with fraud. Choe  
16 Family and Choe are therefore entitled to recover an award of punitive and exemplary  
17 damages in an amount according to proof.

19 **COUNT X: AIDING AND ABETTING BREACH OF FIDUCIARY DUTY**  
20 **Boltier and ADC Inc. Against ADC USA, ADC Air, HAJA, Pham, Yamamori,**  
21 **Jina, Shrouder, Lucie, and DOES 1 through 100**

22        285. Plaintiffs hereby incorporate by reference herein each of the preceding  
23 allegations.

24        286. As the Secretary and a member of the board of directors of Boltier and  
25        ADC Inc., Lee owed Boltier, ADC Inc. and their respective shareholders a duty of  
26        utmost care, integrity, honesty and loyalty. Lee also owed Boltier, ADC Inc. and their  
27        respective shareholders a duty of good faith and fair dealing.

28 287. Lee breached his fiduciary duties to Boltier, ADC Inc. and their

1 respective shareholders by, among other things, creating a Forged Assignment that  
2 purported to assign to Lee all of Boltier's and ADC Inc.'s intellectual property rights  
3 without any authorization from the companies' board of directors and shareholders.

4 288. ADC USA, ADC Air, HAJA, Pham, Yamamori, Jina, Shrouder, Lucie,  
5 and DOES 1 through 100 knew that Lee would breach his fiduciary duties to Boltier  
6 and ADC Inc. Each of them knowingly participated in Lee's breach by encouraging,  
7 participating in, and approving the misconduct that constituted the breach and harmed  
8 Boltier, ADC Inc., and their respective shareholders.

9        289. As a result, Boltier, ADC Inc. and their shareholders have been damaged  
10 in a total amount to be proven at trial.

12 | COUNT XI: AIDING AND ABETTING BREACH OF FIDUCIARY DUTY

13 **Choe and Derivative on Behalf of Choe Family Against ADC USA, ADC Air,**  
14 **Pham, Yamamori, Jina, Shrouder, Lucie, and DOES 1 through 100**

15 | 290. Plaintiffs hereby incorporate by reference herein each of the preceding  
16 | allegations.

17        291. As managing member, HAJA owed Choe Family and its members a duty  
18 of utmost care, integrity, honesty and loyalty. HAJA also owed Choe Family and its  
19 members a duty of good faith and fair dealing.

20        292. HAJA breached its fiduciary duties to Choe and its members by, among  
21 other things: (a) deceiving Choe to transfer his shares in ADC, Inc. to Choe Family in  
22 exchange for HAJA’s management when HAJA was not even authorized to do  
23 business with Choe or Choe Family; (b) creating a Forged Assignment that purported  
24 to assign to Lee (acting on his own behalf and on behalf of ADC USA, ADC Air,  
25 HAJA, Pham, Yamamori, Jina, Shrouder, Lucie, and DOES 1 through 100) all of  
26 ADC Inc.’s and Boltier’s intellectual property rights without any authorization from  
27 ADC’s or Boltier’s board of directors and shareholders; and (c) purporting to seek to  
28 repurchase on behalf of Choe Family all of Choe’s membership interest in Choe

1 Family for \$1 based on an application for writ of attachment that Lee himself authored  
2 in a baseless action.

3

4 293. ADC USA, ADC Air, HAJA, Pham, Yamamori, Jina, Shrouder, Lucie,  
5 and DOES 1 through 100 knew that HAJA would breach its fiduciary duties to Choe  
6 Family. Each of them knowingly participated in HAJA's breach by encouraging,  
7 participating in, and approving the misconduct that constituted the breach and harmed  
8 Choe and Choe Family.

9 294. As a result, Choe and Choe Family have been damaged in a total amount  
10 to be proven at trial.

11

12 **COUNT XII: CONVERSION**

13 **Boltier, ADC Inc. and Derivative on Behalf of Choe Family Against ADC USA,  
14 ADC Air, HAJA, Lee, Pham, Yamamori, Shrouder, and DOES 1 through 100**

15 295. Plaintiffs hereby incorporate by reference herein each of the preceding  
16 allegations.

17 296. On May 29, 2021, Lee caused Choe to sign both the Choe Family  
18 Operating Agreement and the ADC. Inc.-Choe Family Shares Transfer Agreement.

19 297. The Choe Family Operating Agreement purported to appoint both Choe  
20 and HAJA/Lee as co-managers of the entity and required unanimous consent to  
21 engage in all aspects of Choe Family's business operations, including to initiate  
22 lawsuits. The ADC Inc.-Choe Family Shares Transfer Agreement purported to  
23 transfer all of Choe's shares in ADC Inc.—25% of all outstanding shares—to Choe  
24 Family.

25 298. Then, on January 30, 2023, Lee acting on his own behalf on and behalf  
26 of each of ADC USA, ADC Air, HAJA, Pham, Yamamori, Shrouder and DOES 1-  
27 100 prepared the Forged Assignment purporting to transfer and/or assign Boltier's  
28 intellectual property rights to Lee. At the time of the fraudulent transfer, Boltier's

1 patents were and still are exclusively licensed to ADC Inc.

2 299. Additionally, on June 8, 2024, Lee/HAJA purported to exercise his rights  
3 to acquire, without Choe's authorization, Choe's 75% majority membership interest  
4 in Choe Family for \$1 allegedly as a result of an attempted levy by Pham and  
5 Yamamori on Choe Family assets, which Lee himself orchestrated.

6 300. These acts by Lee were fraudulent and in breach of his fiduciary duties  
7 to each of Choe Family, Boltier, and ADC Inc.

8 301. As a direct and proximate result of Lee's misrepresentations to Choe and  
9 forgery of Choe's signature, each Plaintiff has suffered in an amount to be proven at  
10 trial.

11 302. The above-described acts were done intentionally and with fraud. Each  
12 Plaintiff is therefore entitled to recover an award of punitive and exemplary damages  
13 in an amount according to proof.

14

15 **COUNT XIII: UNJUST ENRICHMENT**

16 **Boltier, ADC Inc., and Direct and Derivative on Behalf of Choe Family Against**  
17 **ADC USA, ADC Air, HAJA, Lee, and DOES 1 through 100**

18 303. Plaintiffs hereby incorporate by reference herein each of the preceding  
19 allegations.

20 304. Choe, Boltier, ADC, and Choe Family and conferred an economic  
21 benefit upon Defendants ADC USA, ADC Air, HAJA, Lee and DOES 1 through 100  
22 by (a) entering into the Choe Family Operating Agreement and ADC Inc.-Choe  
23 Family Share Transfer Agreement, (b) transferring Choe's shares in ADC to Choe  
24 Family, (c) purporting to transfer membership interest in Choe Family to HAJA, and  
25 (d) purporting to transfer Choe's, Boltier's, and ADC Inc.'s intellectual property  
26 rights to Lee acting his own behalf and on behalf of ADC USA, ADC Air, HAJA, and  
27 DOES 1 through 100.

28 305. These Defendants obtained the foregoing benefits as a result of several

1 promises they made to each Plaintiff including that HAJA was authorized to conduct  
2 business and through the Forged Assignment that these Defendants extracted from  
3 each Plaintiff.

4 306. These Defendants accepted and retained each of the foregoing benefits  
5 conferred by these Plaintiffs.

6 307. These Defendants knew or should have known that their promises were  
7 material to the Plaintiffs' decision to confer them these benefits.

8 308. As a result of these Defendants' actions, they have been unjustly  
9 enriched at the Plaintiffs' expense in an amount to be proven at trial.

10

11

#### **COUNT XIV: UNFAIR COMPETITION**

12

#### **(CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200)**

13

14

**Boltier, ADC Inc., and Derivative on Behalf of Choe Family Against ADC USA,  
ADC Air, Lee, Pham, Yamamori, Jina, Shrouder, Lucie, and DOES 1 through  
100**

16

17

309. Plaintiffs hereby incorporate by reference herein each of the preceding  
allegations.

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310. Business and Professions Code section 17200 et seq. prohibits acts of  
unfair competition, which means and includes any "fraudulent business act or practice  
... and conduct, which is likely to deceive," and is "fraudulent" within the meaning of  
section 17200.

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311. By the conduct set forth above, each of ADC USA, ADC Air, Lee, Pham,  
Yamamori, Jina, Shrouder, Lucie, and DOES 1 through 100 have engaged in unfair  
competition in violation of section 17200. Among other facts stated herein, each of  
these Defendants acting through their agent Lee engaged in deceptive and fraudulent  
business practices by forging Choe's signature on the Forged Assignment to obtain a  
fake assignment of intellectual property rights belonging to Boltier and ADC Inc.  
Then, transferring those rights to ADC USA, and subsequent transferring certain

1 rights to ADC Air—all without authorization.

2       312. Moreover, Lee/HAJA purported to seek to repurchase on behalf of Choe  
3 Family all of Choe's membership interest in Choe Family for \$1 based on an  
4 application for writ of attachment that Lee himself authored.

5       313. Then, through false appointments of Jina and Shrouder to Boltier's board  
6 of directors, these Defendants sought to prevent any stakeholder, including Choe,  
7 from seeking court intervention or any investigation into the LEE Scheme and  
8 Defendants' malfeasance.

9       314. As a result of these Defendants' misconduct, Boltier, ADC Inc., Choe,  
10 and Choe Family have suffered extensive damages, and seeks restitution of all money,  
11 property, profits, and other benefits acquired by these Defendants by means of their  
12 unfair business practices in an amount to be proven at trial.

13

14

### **COUNT XV: ELDER ABUSE**

#### **(CALIFORNIA WELFARE AND INSTITUTIONS CODE § 15610)**

##### **Choe Against Lee, Pham, Yamamori, Jina, Lucie, and Shrouder**

17       315. Plaintiff hereby incorporates by reference herein each of the preceding  
18 allegations.

19       316. At all relevant times, Choe was over 65 years old.

20       317. Lee, Pham, Yamamori, Jina, Lucie, and Shrouder knew or should have  
21 known Choe was over 65 years old at the time of the abuse.

22       318. Lee engaged in elder abuse by, among other things, misleading Choe to  
23 sign both the Choe Family Operating Agreement and the ADC. Inc.-Choe Family  
24 Shares Transfer Agreement. The Choe Family Operating Agreement purported to  
25 appoint both Choe and HAJA/Lee as co-managers of the entity and required  
26 unanimous consent to engage in all aspects of Choe Family's business operations,  
27 including to initiate lawsuits. Lee deceived Choe to give up certain of his control  
28 rights and his shares to Choe Family. In doing so, Lee sought to control Choe with

1 full veto rights through then (and still)-defunct HAJA.

2       319. Lee also engaged in elder abuse by obtaining Choe's signature on the  
3 January 30, 2023 draft unanimous consent and using that to manufacture a faked  
4 signature for Choe on the Forged Assignment that Lee used to purportedly divest from  
5 Boltier and ADC Inc. their valuable intellectual property rights, including patents and  
6 trade secrets.

7       320. Lee also engaged in elder abuse by accusing Choe's former employment  
8 counsels for malpractice, breach of fiduciary duty and fraud, in an attempt to  
9 intimidate them, drive them away and render Choe defenseless in the sham  
10 employment action that Lee has orchestrated against Choe.

11       321. Lee also engaged in elder abuse by orchestrating a sham employment  
12 action, on behalf of his co-conspirators Pham and Yamamori, drafting a writ of  
13 attachment against Choe's membership interest in Choe Family, Boltier and ADC  
14 Inc., purporting to repurchase on behalf of Choe Family all of Choe's membership  
15 interest in Choe Family for \$1 based on an application for writ of attachment that Lee  
16 himself authored, and enlisting co-conspirators Jina and Shrouder to replace Choe  
17 from the Boltier and ADC Inc. boards.

18       322. Additionally, on information and belief, implementing their fraudulent  
19 scheme against Choe, defendants Lee, Pham and Yamamori engaged in elder abuse  
20 by misappropriating, and continue to misappropriate trade secrets that Choe innovated  
21 and developed for Boltier.

22       323. Lee, Pham, Yamamori, Jina and Shrouder engaged in this conduct with  
23 the intent to defraud Choe.

24       324. As a result of defendants' conduct, Choe was harmed.

25       325. The conduct of Lee, Pham, Yamamori, Jina and Shrouder was a  
26 substantial factor in causing Choe's harm.

27       326. As a direct and proximate result of their misrepresentations and/or  
28 misappropriation, Choe has suffered in an amount to be proven at trial.

**COUNT XVI: FRAUD BY INTENTIONAL MISREPRESENTATION**

**Choe, Boltier, and ADC Inc. Against ADC USA, ADC Air, Lee, Pham,  
Yamamori, Lucie, and DOES 1 through 100**

327. Plaintiff hereby incorporates by reference herein each of the preceding  
allegations.

328. On January 30, 2023, Lee acting on his own behalf and on behalf of ADC  
USA, ADC Air, Pham, Yamamori, Lucie, and DOES 1 through 100, represented  
orally and in writing in the draft unanimous consent that he provided to Choe to sign  
that the document was a draft and required Alan Choe's signature to effectuate a  
unanimous board vote.

329. These Defendants knew the representation was false because these  
Defendants knew Lee intended to use the signature to create the Forged Assignment  
to assign illegally intellectual property rights belonging to ADC Inc. and Boltier to  
Lee, and ultimately to ADC USA and ADC Air.

330. These Defendants knew that the representation was false when Lee made  
it on their behalf, or Lee made the representation recklessly and without regard for its  
truth.

331. These Defendants intended that Choe, ADC Inc., and Boltier rely on the  
representation.

332. Choe, ADC Inc., and Boltier reasonably relied on it by among other  
things executing the draft unanimous consent with the expectation that Alan Choe  
would examine the document and approve or disapprove of the proposed resolution.  
But Lee didn't present the agreement to Alan Choe. Instead, he used Choe's signature  
to create the Forged Assignment that purported to assign intellectual property rights  
to Lee.

333. As a result of Defendants' fraud, each of Choe, ADC Inc., and Boltier  
has been damaged in an amount to be proven at trial.

334. In committing the acts complained of, these Defendants acted with

1 malice, fraud, and oppression, entitling Choe, ADC Inc., and Boltier to an award of  
2 punitive damages against these Defendants to the extent available by law and subject  
3 to proof.

4

5 **COUNT XVII: NEGLIGENT MISREPRESENTATION**

6 **Choe, Boltier, and ADC Inc. Against ADC USA, ADC Air, Lee, Pham,  
7 Yamamori, Lucie, and DOES 1 through 100**

8 335. Plaintiff hereby incorporates by reference herein each of the preceding  
9 allegations.

10 336. On January 30, 2023, Lee acting on his own behalf and on behalf of ADC  
11 USA, ADC Air, Pham, Yamamori, Lucie, and DOES 1 through 100, represented  
12 orally and in writing in the draft unanimous consent that he provided to Choe to sign  
13 that the document was a draft and required Alan Choe's signature to effectuate a  
14 unanimous board vote.

15 337. These representations were not true.

16 338. These Defendants had no reasonable grounds for believing the  
17 representations to Choe were true because these Defendants knew Lee intended to use  
18 the signature to create the Forged Assignment to assign illegally intellectual property  
19 rights belonging to Choe, ADC Inc., and Boltier to Lee, and ultimately to ADC USA  
20 and ADC Air.

21 339. Choe, ADC Inc., and Boltier reasonably relied on it by among other  
22 things executing the draft unanimous consent with the expectation that Alan Choe  
23 would examine the document and approve or disapprove of the proposed resolution.  
24 But Lee didn't present the agreement to Alan Choe. Instead, he used Choe's signature  
25 to create the Forged Assignment that purported to assign intellectual property rights  
26 to Lee.

27 340. As a result of Defendants' fraud, each of Choe, ADC, and Boltier has  
28 been damaged in an amount to be proven at trial.

## **COUNT XVIII: DEFAMATION**

## Choe Against Lee, Shrouder, Jina, Lucie and Pham

3 341. Plaintiff hereby incorporates by reference herein each of the preceding  
4 allegations.

342. On June 21, 2024, Lee, Shrouder, Jina, Lucie and Pham (“Defamatory Defendants”) expressed purportedly factual statements about Choe to Eugene Yi, Jina, and Lucie. The entire “shareholder minutes” and purported “shareholder meeting” was a smear campaign intended to deflect from their criminal enterprise after Choe had exposed their fraudulent conduct to the shareholders. For example, Defamatory Defendants stated, among other things, that:

- Choe conducted “DEADLY HUMAN EXPERIMENTS” with his “Life Beam” technology “on elderly, severely ill person(s), including to Choe’s own wife” pursuant to which “[b]oth elderly persons including Choe’s wife died”;
- Choe “partnered with a group that included a convicted child molester and a convicted felon (who repeatedly tried to, and did, steal the ADC hardware)”;
- “Choe’s incompetence and potential criminal conduct mandates that he and his co-conspirators be isolated and removed from the company and prohibited from causing further prejudice”;
- “Choe’s refusal to disclose financial records of transactions with undisclosed South Korean accounts was the sole cause the 2022 IPO opportunity/evaluation was terminated”; and
- Henry Lee has a wage claim against Choe and that “despite having the money to pay, Choe willfully refused to pay wages.”

24 | (Exhibit W [June 21, 2024 Boltier Meeting Minutes].)

25        343. Defamatory Defendants further expressed these and other defamatory  
26 statements in what they claimed to be the minutes of the June 21, 2024 meeting and  
27 caused them to be emailed to Boltier shareholders on July 3, 2024.

28 || 344. Defamatory Defendants intentionally communicated the defamatory

1 statements to shareholder Eugene Yi. Aside from Mr. Yi, none of the purported  
2 attendants of the “shareholder meeting” are shareholders of the company. Defamatory  
3 Defendants intentionally communicated the defamatory statements also by email to  
4 the remaining shareholders.

5 345. These statements Defamatory Defendants made concerning Choe were  
6 false.

7 346. Defamatory Defendants made the defamatory statements with actual  
8 malice—i.e., with knowledge of their falsity, or alternatively, with a reckless  
9 disregard for their falsity.

10 347. Defamatory Defendants also made the defamatory statements without  
11 privilege or justification.

12 348. The defamatory statements concerning Chow directly injured him by  
13 diminishing his reputation in his profession, trade, and/or business, which has a  
14 natural tendency to lessen his profits.

15 349. It was Defamatory Defendants’ intent that the defamatory statements  
16 would injure Choe economically.

17 350. As a result of the publication of these false statements, Choe has suffered  
18 damages, including but not limited to lost compensation, lost profits, and loss to  
19 reputation in an amount to be proven at trial.

20 351. In committing the acts complained of, these Defendants acted with  
21 malice, fraud, and oppression, entitling Choe to an award of punitive damages against  
22 these Defendants to the extent available by law and subject to proof.

23

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff demands judgment be entered against Defendants,  
26 and DOES 1 through 100, and each of them as follows:

27 1. On Count I (Trademark Infringement):

28

- 1 a. That the Court adjudge and decree that Defendants have, without  
2 the consent of Boltier, under in commerce ADC ENERGY and  
3 POWER EVERYONE trademarks in connection with the sale or  
4 offering of goods and/or services that is likely to cause confusion, or  
5 to cause mistake, or to deceive in violation of 15 U.S.C. §1114;
- 6 b. That the Court award Boltier: (i) general, compensatory and special  
7 damages according to proof at the time of trial, including an  
8 enhancement by the Court as set forth in 15 U.S.C. §1117, (ii) a  
9 disgorgement of the profits earned by Defendants that are  
10 attributable to the wrongful act set forth herein pursuant to 15  
11 U.S.C. §1117, (iii) exemplary damages as the court finds  
12 appropriate to deter any future willful conduct, and (iv) interest,  
13 including prejudgment interest, of the foregoing sums;
- 14 c. That the Court issue an order declaring this case is “exceptional”  
15 and that Defendants be ordered to pay the reasonable attorneys’ fees  
16 and costs incurred by Boltier in prosecuting this action pursuant to  
17 15 U.S.C. §1117;
- 18 d. That the Court permanently enjoin Defendants, their agents,  
19 employees, officers, managers, and all persons acting in concert or  
20 participation with them, or with any of them, from:
  - 21 i. manufacturing, distributing/providing, selling, marketing,  
22 advertising, promoting, or authorizing any third party to  
23 manufacture, distribute/provide, sell, market, advertise or  
24 promote Defendants’ goods and services bearing the mark  
25 ADC ENERGY and POWER EVERYONE or any other mark  
26 that is a counterfeit, copy, simulation, confusingly similar  
27 variation, or colorable imitation of such marks;





1 fiduciary duty, fraud, violation of civil rights, and  
2 embezzlement/conversion of funds concerning the business of any  
3 of Plaintiffs or Defendants; and  
4 e. a declaratory judgment that none of the Plaintiffs nor their  
5 shareholders owe Lee any money.

6 7. On Count VII (Civil Conspiracy):  
7 a. for a judgment for compensatory and general damages in an amount  
8 to be determined by proof at trial;  
9 b. for a judgment for punitive and exemplary damages in an amount to  
10 be determined by proof at trial;

11 8. On Count VIII (Breach of Fiduciary Duty to Boltier & ADC Inc.):  
12 a. for a judgment for compensatory and general damages in an amount  
13 to be determined by proof at trial;  
14 b. for an award of attorneys' fees and costs; and  
15 c. for a judgment for punitive and exemplary damages in an amount to  
16 be determined by proof at trial;

17 9. On Count IX (Breach of Fiduciary Duty to Choe and Choe Family):  
18 a. for a judgment for compensatory and general damages in an amount  
19 to be determined by proof at trial;  
20 b. for an award of attorneys' fees and costs; and  
21 c. for a judgment for punitive and exemplary damages in an amount to  
22 be determined by proof at trial.

23 10. On Count X (Aiding and Abetting Breach of Fiduciary Duty to Boltier  
24 and ADC Inc.):  
25 a. for a judgment for compensatory and general damages in an amount  
26 to be determined by proof at trial;  
27 b. for an award of attorneys' fees and costs; and  
28

- 1 c. for a judgment for punitive and exemplary damages in an amount  
2 to be determined by proof at trial.
- 3 11. On Count XI (Aiding and Abetting Breach of Fiduciary Duty to Choe  
4 and Choe Family):
  - 5 a. for a judgment for compensatory and general damages in an amount  
6 to be determined by proof at trial;
  - 7 b. for an award of attorneys' fees and costs; and
  - 8 c. for a judgment for punitive and exemplary damages in an amount to  
9 be determined by proof at trial.
- 10 12. On Count XII (Conversion):
  - 11 a. for a judgment for compensatory and general damages in an amount  
12 to be determined by proof at trial.
- 13 13. On Count XIII (Unjust Enrichment):
  - 14 a. for a judgment for compensatory and general damages in an amount  
15 to be determined by proof at trial.
- 16 14. On Count XIV (Unfair Competition):
  - 17 a. for a judgment for restitution of all money, property, profits, and  
18 other benefits acquired by Defendants by means of their unfair  
19 business practices in an amount to be proven at trial; and
  - 20 b. for an award of attorneys' fees and costs.
- 21 15. On Count XV (Elder Abuse):
  - 22 a. for a judgment for compensatory and general damages in an amount  
23 to be determined by proof at trial; and
  - 24 b. for an award of attorneys' fees and costs
- 25 16. On Count XVI (Fraudulent Misrepresentation):
  - 26 a. for a judgment for compensatory and general damages in an amount  
27 to be determined by proof at trial; and

**DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands a trial by jury of all issues so triable pursuant to  
19 Rule 38 of the Federal Rules of Civil Procedure.

21 | DATED: July 5, 2024

By: /s/ Ehab M. Samuel  
EHAB M. SAMUEL  
DAVID A. RANDALL

*Attorneys for Plaintiffs*